
MHT Enterprises LLC d/b/a iSpy Home Inspections (iSpy)

Website Terms of Use

I. Acceptance of Terms

These Terms of Use (the “Terms”) govern your access or use of iSpy Home Inspections™. (“iSpy™,” “we,” “us,” or “our”) website located at <https://ispyinspect.com/> (the “Website”). Please read these Terms and our Privacy Policy located at <https://ispyinspect.com/privacy/> (the “Privacy Policy”) carefully before use of the Website, as they constitute a legal agreement between you and iSpy™ governing your access and use of the Website and the services accessible via the Website (collectively, the “Services”). Your use of the Services will be deemed to be your acceptance of these Terms. If you do not agree with these Terms, do not use the Services.

IMPORTANT NOTICE REGARDING ARBITRATION: THESE TERMS CONTAIN A MANDATORY ARBITRATION AGREEMENT, REQUIRING YOU TO RESOLVE ANY DISPUTE BETWEEN YOU AND ISPY THROUGH FINAL AND BINDING ARBITRATION RATHER THAN IN COURT, AND REQUIRING YOU TO FOREGO JURY TRIALS, CLASS ACTIONS, AND ALL OTHER TYPES OF COURT PROCEEDINGS OF ANY AND EVERY KIND. YOU WILL BE BOUND BY THIS ARBITRATION AGREEMENT, UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT BY FOLLOWING THE OPT-OUT PROCEDURES SET FORTH BELOW. BY ENTERING THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THE ARBITRATION AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

II. Arbitration Agreement

Mandatory Binding Arbitration of Disputes. By agreeing to these Terms, you agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “Disputes”) will be resolved solely by binding, individual arbitration and not in a court of law in any jurisdiction and not in a class, representative or consolidated action or proceeding, as set forth further below.

You and iSpy™ agree that the U.S. Federal Arbitration Act (“FAA”) governs the interpretation, applicability, enforceability or formation of this Arbitration Agreement,

including any claim that all or any part of this Arbitration Agreement is void or voidable, notwithstanding any choice of law or other provision in these Terms. It is the intent of the parties that the FAA and the American Arbitration Association (“AAA”) Rules described below shall preempt all state laws to the fullest extent permitted by law. If the FAA and AAA Rules are found to not apply to any issue that arises under this Arbitration Agreement or the enforcement thereof, then that issue shall be resolved under the laws of the State of Florida, without regard to its conflict of laws provisions.

You and iSpy™ further agree that the arbitrator (“Arbitrator”), and not any federal, state, or local court or agency, shall have exclusive authority to resolve any disputes concerning the interpretation, applicability, enforceability or formation of this Arbitration Agreement. The Arbitrator shall also be responsible for determining all threshold arbitrability issues, including issues relating to whether these Terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Class Action Waiver. YOU AND ISPY AGREE THAT EACH PARTY IS WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. UNLESS BOTH YOU AND ISPY AGREE IN WRITING, YOU AND ISPY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. Further, if the parties’ dispute is resolved through arbitration, the Arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If the foregoing sentence is found to be unenforceable, then the entirety of this Arbitration Agreement section shall be null and void. This arbitration provision shall survive termination of these Terms.

Exceptions and Opt-Out Procedures. As limited exceptions to the mandatory arbitration provision above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the actual or threatened infringement or misappropriation of our intellectual property rights.

You can choose to reject this Arbitration Agreement by sending us a written opt-out notice (“Opt-Out Notice”) within thirty (30) days following the date you first agree to these Terms by mail at iSpy Home Inspections, 5501 Merchants View Square Suite 701 Haymarket, VA 20169 or by email at teamispy@ispyinspect.com. If mailed, the Opt-Out Notice must be postmarked no later than 30 days following the date you first agree to these Terms. To be effective, the Opt-Out Notice must contain your name, address, and signature. If you opt-out of the Arbitration Agreement, all other parts of these Terms will

continue to apply to you. Opting out of this Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with iSpy™.

Conducting Arbitration and Arbitration Rules. The arbitration will be administered by the AAA under its Consumer Arbitration Rules and any supplementary rules (the “AAA Rules”) then in effect, except as modified by these Terms. The AAA Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms.

A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. You can contact the AAA for more information on how to commence an arbitration proceeding at www.adr.org or 1-800-778-7879.

If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the Arbitrator, through a telephonic or video-conference hearing, or in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location.

Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. iSpy™ will pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the Arbitrator finds your Dispute frivolous. If iSpy™ prevails in arbitration, it will pay all of its attorneys’ fees and costs and will not seek to recover them from you.

Changes to Arbitration Agreement. Notwithstanding the provisions of Section XVI “Changes to Terms” below, if iSpy™ changes any of the terms of this Section II “Arbitration Agreement” after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice of such rejection within 30 days of the date such change became effective, as indicated in the “Last Modified” date below. The written notice must be provided either by mail at 5501 Merchants View Square Suite 701 Haymarket, VA 20169 or by email at teamispy@ispyinspect.com. To be effective, your notice must include your full name and clearly indicate your intent to reject changes to this Arbitration Agreement. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and iSpy in accordance with the terms of this Section II

“Arbitration Agreement” as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

III. Intellectual Property Rights

All information, text, photographs, graphics, images, videos, logos, data, software and other materials including iSpy™ trademarks, service marks and copyrights (collectively the “Content”) found through the Services are owned or licensed by iSpy and may not be used, copied, broadcast, distributed, uploaded, posted or shared in any way without the express written consent of iSpy.

iSpy™ expressly reserves all intellectual property rights in the Content. Nothing contained on the Website grants or should be construed as granting any license or right to use the Content for any purpose without the express written consent of iSpy™.

IV. Content Ownership, Responsibility, and Removal

Definitions. For purposes of these Terms: (i) “Content” means text, graphics, images, music, software, audio, video, works of authorship of any kind, and information or other materials that are posted, generated, provided or otherwise made available through the Services; and (ii) “User Content” means any Content that users of the Services (including you) provide to be made available through the Services.

Our Content Ownership. iSpy does not claim any ownership rights in any User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit your User Content. Subject to the foregoing, iSpy™ and its licensors exclusively own all right, title and interest in and to the Services and Content, including all associated intellectual property rights. You acknowledge that the Services and Content are protected by copyright, trademark, and other laws of the United States and foreign countries. You agree not to remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or Content.

Rights in User Content Generated by You. By making any User Content available through the Services, you hereby grant to iSpy™ a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense, to use, copy, modify (for formatting purposes only), distribute, publicly display, and publicly perform your User Content in connection with operating and providing the Services to you.

Your Responsibility for User Content. You are solely responsible for all your User Content. You represent and warrant that you own all your User Content or you have all rights that are necessary to grant us the license rights in your User Content under these Terms. You also represent and warrant that neither your User Content, nor your use and provision of your User Content to be made available through the Services, nor any use of your User Content by iSpy on or through the Services will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Removal of User Content. User Content may continue to exist on the Services. We are not responsible or liable for the removal or deletion of (or the failure to remove or delete) any of your User Content.

Rights in Content Granted by iSpy™. Subject to your compliance with these Terms iSpy grants to you a limited, non-exclusive, non-transferable license, with no right to sublicense, to access and use the Content solely in connection with your permitted use of the Services and solely for your personal and non-commercial purposes.

V. Prohibited Uses

You may use the Services only for lawful purposes and in accordance with these Terms. You may not use the Services:

to violate any applicable law or regulation;

to infringe the rights of any third party, including without limitation, intellectual property, privacy, and contractual rights;

for any purpose that is unlawful or prohibited by these Terms;

to cause harm or damage to any person or entity;

to interfere with the proper operation of the Services; or

to upload, post or transmit any material that violates any law, infringes on the rights of any third party or contains defamatory, libelous, abusive, threatening, obscene or otherwise objectionable material (as determined by iSpy in its sole discretion).

VI. Third Party Websites

The Services may contain links to other websites or resources. These links are for your convenience only and are not under our control and are not subject to iSpy™ Privacy Policy. We recommend that you check the privacy policies of each such website to determine how your information will be used.

VII. Privacy Policy

All information we collect through the Services is subject to our Privacy Policy. By using the Services, you consent to all actions taken by iSpy with respect to your information in compliance with the Privacy Policy. For a detailed description of iSpy's™ information collection practices, please see our Privacy Policy, which is incorporated herein by reference.

VIII. Disclaimers

THE MATERIALS AND SERVICES PROVIDED ON THE WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY.

ISPY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE AVAILABILITY, USE, TIMELINESS, SECURITY, VALIDITY, ACCURACY, OR RELIABILITY OF, OR THE RESULTS OF THE USE OF, OR OTHERWISE RESPECTING, THE CONTENT OF THE WEBSITE.

ANY MATERIAL VIEWED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, OR USE OF THE WEBSITE. INFORMATION PUBLISHED AT THIS SITE MAY REFER TO PRODUCTS, PROGRAMS OR SERVICES THAT ARE NOT AVAILABLE IN YOUR JURISDICTION.

IX. Limitation of Liability

IN NO EVENT WILL ISPY BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, OR CAUSED BY OR RELATED TO ERRORS, OMISSIONS, INTERRUPTIONS, DEFECTS, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE FAILURE, AND ALL OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE WEBSITE, ANY WEBSITES LINKED TO THE WEBSITE, OR THE MATERIALS OR INFORMATION OR SERVICES CONTAINED AT ANY OR ALL SUCH WEBSITES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE MATERIALS, INFORMATION OR SERVICES

FROM THE WEBSITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. NOTWITHSTANDING THE FOREGOING, ISPY'S TOTAL LIABILITY TO YOU FOR ALL LOSSES, DAMAGES, AND CAUSES OF ACTION, INCLUDING BUT NOT LIMITED TO THOSE BASED ON CONTRACT, TORT OR OTHERWISE, ARISING OUT OF YOUR USE OF THIS WEBSITE, ITS CONTENT OR LINKS, SHALL NOT EXCEED THE AMOUNT YOU PAID TO ACCESS THIS WEBSITE.

THE LIMITATIONS AND DISCLAIMERS IN THESE TERMS DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

X. Governing Law and Jurisdiction

These Terms and the Privacy Policy shall be construed under the laws of the State of Florida, which shall control without regard to its conflict of laws provisions. Any action arising out of or relating to these Terms shall be commenced and concluded only in the State of Virginia, 4th Judicial Circuit, or the United States District Court for the Eastern District of Virginia, Alexandria, VA.

XI. Termination

iSpy, in its sole discretion, may terminate or restrict your use or access to the Services for any reason, including, without limitation, if iSpy believes you have violated or acted inconsistently with these Terms. Upon any termination, discontinuation, or cancellation of the Services, the following provisions of these Terms will survive: Sections II, IV, VIII, IX, and X.

XII. Waiver

iSpy's failure to enforce any portion of the Terms shall not constitute a waiver of any of its rights under these Terms.

XIII. Severability

Except as set forth in Section II, "Class Action Waiver," in the event that any provision or part of any provision in these Terms is found to be unenforceable or unlawful for any reason, the unenforceable or unlawful provision or portion thereof shall be severed from these Terms; severance of the unenforceable or unlawful provision or portion thereof shall have no impact whatsoever on the remainder of the Arbitration Agreement or the

parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to the Arbitration Agreement; and to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration.

XIV. Indemnification

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ISPY AND ITS PRESENT AND FORMER OFFICERS, EMPLOYEES, SHAREHOLDERS, MEMBERS, DIRECTORS, FRANCHISEES, AGENTS, SERVANTS, REPRESENTATIVES, PARENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ANY ACTUAL OR THREATENED CLAIMS, ACTIONS OR DEMANDS, LIABILITIES AND SETTLEMENTS (INCLUDING, WITHOUT LIMITATION, REASONABLE LEGAL AND ACCOUNTING FEES) RESULTING (OR ALLEGED TO RESULT) FROM YOUR USE OF THE WEBSITE IN ANY MANNER THAT VIOLATES OR IS ALLEGED TO VIOLATE ANY APPLICABLE LAW OR THESE TERMS.

XV. Delays and Accessibility

The Services may be subject to limitations, delays, failures or other problems associated with the use of the Internet and electronic communications. From time to time, we may restrict access to all or some parts of the Services. iSpy is not liable if the Services are unavailable at any time for any reason.

XVI. Changes to Terms

From time to time, we may change these Terms to accommodate new technologies, industry practices, regulatory requirements or for other purposes in our sole discretion. You are advised to check the Terms regularly, as continued use is deemed to be approval of and consent to all such changes.

XVII. Changes to Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. The materials and services at the Website may be out of date, and iSpy™ makes no commitment to update the materials and services at this Website.

XVIII. Entire Agreement

These Terms and the Privacy Policy constitute the entire integrated and exclusive agreement between you and iSpy with respect to the Services and supersede all prior understandings, agreements, representations and warranties, both written and oral, with respect to the Services.

XIX. Comments and Questions

If you have a comment or question about these Terms, please contact us at teamispy@ispyinspect.com or 703-540-4779.