

# InspectHub

## Web Site / Service Terms and Conditions of Use

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**Accuracy of Customer's Contact Information.** Customer shall provide accurate, current and complete company/organization's information (Customer's legal business name, address, email address, and phone number) and maintain and promptly update this information if it should change.

**Access:** Customer Must Have Internet Access, DSL, cable or another high speed Internet connection is required for proper transmission of the Service. Customer is responsible for procuring and maintaining the network connections that connect the Customer network to the Service, including, but not limited to, "browser" software that supports protocol used by InspectHub, including Secure Socket Layer (SSL) protocol and to follow logon procedures for services that support such protocols. InspectHub is not responsible for notifying Customer of any upgrades, fixes or enhancements to any such software, or for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by InspectHub. InspectHub assumes no responsibility for the reliability or performance of any connections as described in this Section.

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InspectHub authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

**Transmission of Data:** Customer understands that the technical processing and transmission of Customer's Electronic Information is fundamentally necessary to use of the Web Site/Service. Customer expressly consents to InspectHub's interception and storage of Electronic Information and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Information will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by InspectHub. Customer further acknowledges and understands that Electronic Information may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. InspectHub is not responsible for any Electronic Information and/or Customer Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by InspectHub, including, but not limited to, the Internet and Customer's local network.

**Security:** InspectHub shall maintain reasonable administrative, physical and technical safeguards for the protection, confidentiality and integrity of Customer Data.

**Ownership of Customer Data:** Between InspectHub and Customer, all title and intellectual property rights in and to the Customer Data is owned exclusively by Customer. Customer acknowledges and agrees that in connection with the Web Site/Service, InspectHub as part of its standard Service offering makes daily backup copies of the Customer Data in Customer's account and stores and maintains such data for a period of time consistent with InspectHub standard business processes.

**Handling of Customer Data In The Event Of Termination:** Customer agrees that following termination of Customer's account and/or use of the Web Site/Service, InspectHub may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be entitled to delete Customer's account from InspectHub's "live" site. During this 90 day period and upon Customer's written request, InspectHub will grant Customer limited access to the Service for several days for the sole purpose of permitting Customer to retrieve Customer Data, provided that Customer has paid in full all good faith undisputed amounts owed.

**InspectHub Intellectual Property Rights:** Customer agrees that all rights, title and interest in and to all intellectual property rights in the Service are owned exclusively by InspectHub. Except as provided in this Agreement, the license granted to Customer does not convey any rights in the Web Site/Service, express or implied, or ownership in the Service or any intellectual property rights thereto.

**Revisions:** The materials appearing on InspectHub's web site could include technical, typographical, or photographic errors. InspectHub does not warrant that any of the materials on its web site are accurate, complete, or current. InspectHub may make changes to the materials

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**Links:** InspectHub has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by InspectHub of the site. Use of any such linked web site is at the user's own risk.

**Site Terms of Use Modifications:** InspectHub may revise these terms of use for its web site at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

**Governing Law:** Any claim relating to InspectHub's web site shall be governed by the laws of the State of Texas without regard to its conflict of law provisions.

General Terms and Conditions applicable to Use of a Web Site.

**Privacy Policy:** Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.

- Before or at the time of collecting company information, we will identify the purposes for which information is being collected.
- We will collect and use of company information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain company information as long as necessary for the fulfillment of those purposes.
- We will collect company information by lawful and fair means and, where appropriate, with the knowledge or consent of the company concerned.
- Company's data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect company information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of company information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.