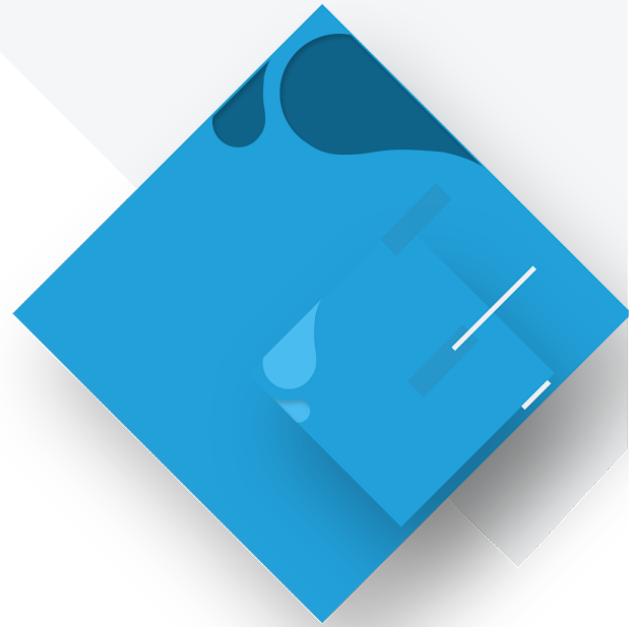




46 UNION WAY  
VACAVILLE, CA 95687  
**888-600-1614**

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# TERMS OF USE AGREEMENT

**Version Date: January 1st, 2021**

This Terms of Use Agreement (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of an entity (“user” or “you”) and Archon Energy Solutions (“Archon”), concerning your access to and use of the [www.archon.energy](http://www.archon.energy) and [www.archonenergy.com](http://www.archonenergy.com) Websites as well as any other media form, media channel, mobile website or mobile application related or connected thereto (collectively, the “Website”), as well as any content management services, inspection services, permitting services, or other related services provided by Archon in connection with or related to your use of the Website (the “Services”). The Services include a variety of services relating to energy efficiency and compliance with California state energy efficiency standards for contractors, homeowners, and other parties. Supplemental terms and conditions or documents that may be posted on the Website from time to time, or included in specific project work orders, are hereby expressly incorporated into this Agreement by reference.

Archon makes no representation that the Website or Services are appropriate or available in other locations other than where it is operated by Archon. The information provided on the Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Archon to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Website from other locations

do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

All users who are minors in the jurisdiction in which they reside (generally under the age of 18) are not permitted to register for the Website or use the Archon Services.

YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT BY ACKNOWLEDGING SUCH ACCEPTANCE DURING THE REGISTRATION PROCESS (IF APPLICABLE) AND ALSO BY CONTINUING TO USE THE WEBSITE. IF YOU DO NOT AGREE TO ABIDE BY THIS AGREEMENT, OR TO MODIFICATIONS THAT ARCHON MAY MAKE TO THIS AGREEMENT IN THE FUTURE, DO NOT USE OR ACCESS OR CONTINUE TO USE OR ACCESS THE ARCHON SERVICES OR THE WEBSITE.

THESE TERMS OF USE APPLY TO ALL SERVICES PROVIDED BY ARCHON TO YOU. BY USING THE WEBSITE OR BY SIGNING UP FOR ARCHON'S CONTENT MANAGEMENT SERVICE AND USING ARCHON'S SERVICES FOR ANY PURPOSE, YOU AGREE THAT THE TERMS OF USE HEREIN, INCLUDING BUT NOT LIMITED TO ANY DISCLAIMERS OR LIMITATIONS OF LIABILITY, APPLY TO ALL SERVICES BY ARCHON AT ANY TIME, INCLUDING SERVICES PROVIDED PRIOR TO THE EXECUTION OF THIS AGREEMENT, AND YOU HEREBY WAIVE AND RELEASE ANY CLAIMS WITH REGARD TO PREVIOUSLY PERFORMED SERVICES EXCEPT TO THE EXTENT SUCH CLAIMS ARE CONSISTENT WITH THE TERMS OF THIS AGREEMENT.

## **SERVICES**

Archon's *Archon Compass™* content management system provides a comprehensive online service platform for contractors, homeowners, and others to manage home service inspections, building permit agent services, and other contractor support related services generally for the purpose of achieving compliance under the California Energy Efficiency Standards contained in Title 24 of the California Code of Regulations. It enables users to enter and manage information about their customers and customers' home information, place orders for inspections and for obtaining related permits, maintaining historical information about home inspections and customer jobs, and obtaining and maintaining additional information related to energy efficiency standards under California law. By placing an order for an inspection or allowing an inspection to take place at your home or your client's home, you agree to allow Archon to provide the services as provided in this Agreement. Archon's inspectors shall be allowed access to all rooms, spaces, and all equipment in the home as the inspector deems necessary to complete the inspection, obtain any requested permits, and obtain a Home Energy Score for the home. Archon may share information obtained during the inspection or provided by a contractor or homeowner during the placement order process on Archon's Website with any necessary government agencies or their affiliates for the purpose of obtaining requested permits or to obtain a Home Energy Score for the homeowner's home.

## **PURCHASES; PAYMENT**

There is no fee to sign up for access to Archon's Website. Archon bills for its inspection, certification, and home energy score services on a per project basis. Price information for all such services is available via the Website. You may be required to pay all fees to obtain permits or inspections beforehand. You agree to pay Archon all charges at the prices then in effect for the products you or other persons using your billing account may purchase, and you authorize Archon to charge your chosen payment provider for any such purchases. You agree to make payment using that selected payment method. If you have ordered a product or service that is subject to recurring charges then you consent to our charging your payment method on a recurring basis, without requiring your prior approval from you for each recurring charge until such time as you cancel the applicable product or service. Archon reserves the right to correct any errors or mistakes in pricing that it makes even if it has already requested or received payment. Sales tax will be added to the sales price of purchases as deemed required by Archon. Archon may change prices at any time. All payments shall be in U.S. dollars.

## **REFUND POLICY**

All sales are final and no refunds shall be issued. Notwithstanding this policy, if You pay for a permit before it has issued and cancel before Archon has incurred time or money to obtain it, Archon will refund the fee for the permit.

## **USER REPRESENTATIONS**

### **Regarding Your Registration**

By using the Archon Services, you represent and warrant that:

- A. all registration information you submit is truthful and accurate;
- B. you will maintain the accuracy of such information;
- C. you will keep your password confidential and will be responsible for all use of your password and account;
- D. you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use this Website;
- E. if you are a contractor and provide information about third persons, including homeowners, you are solely responsible for the accuracy of such information and you are in compliance with any and all applicable state and federal laws governing and protecting the privacy of such information; and
- E. your use of the Archon Services does not violate any applicable law or regulation.

You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the Website's registration form and (b) maintain and promptly update registration data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Archon has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Archon has the right to suspend or terminate your account and refuse any and all current or future use of the Website (or any portion thereof).

We reserve the right to remove or reclaim or change a user name you select if we determine appropriate in our discretion, such as when the user name is obscene or

otherwise objectionable or when a trademark owner complains about a username that does not closely relate to a user's actual name.

## **MOBILE APPLICATION LICENSE**

### **Use License**

If you are accessing the Archon Services via a mobile application, then Archon grants you a revocable, non-exclusive, non-transferable, limited right to install and use the application on wireless handsets owned and controlled by you, and to access and use the application on such devices strictly in accordance with the terms and conditions of this license. You shall use the application strictly in accordance with the terms of this license and shall not: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the application; (b) make any modification, adaptation, improvement, enhancement, translation or derivative work from the application; (c) violate any applicable laws, rules or regulations in connection with your access or use of the application; (d) remove, alter or obscure any proprietary notice (including any notice of copyright or trademark) of Archon or its affiliates, partners, suppliers or the licensors of the application; (e) use the application for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (f) make the application available over a network or other environment permitting access or use by multiple devices or users at the same time; (g) use the application for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for the application; (h) use the application to send automated queries to any website or to send any unsolicited commercial e-mail; or (i) use any proprietary information or interfaces of Archon or other intellectual property of Archon in the design, development, manufacture, licensing or distribution of any applications, accessories or devices for use with the application.

### **Terms Applicable to Apple and Android Devices**

The following terms apply when you use a mobile application obtained from either the Apple Store or Google Play to access the Archon Services. You acknowledge that this Agreement is concluded between you and Archon only, and not with Apple Inc. or Google, Inc. (each an "App Distributor"), and Archon, not an App Distributor, is solely responsible for the Archon application and the content thereof.

(1) **SCOPE OF LICENSE:** The license granted to you for the Archon application is limited to a non-transferable license to use the Archon application on a device that utilizes the Apple iOS or Android operating system, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor terms of service.

(2) **MAINTENANCE AND SUPPORT:** Archon is solely responsible for providing any maintenance and support services with respect to the Archon application, as specified in this Agreement, or as required under applicable law. You acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Archon application.

(3) **WARRANTY:** Archon is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the

Archon application to conform to any applicable warranty, you may notify an App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the Archon application, and to the maximum extent permitted by applicable law, an App Distributor will have no other warranty obligation whatsoever with respect to the Archon application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Archon's sole responsibility.

(4) **PRODUCT CLAIMS:** You acknowledge that Archon, not an App Distributor, is responsible for addressing any claims of yours or any third party relating to the Archon application or your possession and/or use of the Archon application, including, but not limited to: (i) product liability claims; (ii) any claim that the Archon application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

(5) **INTELLECTUAL PROPERTY RIGHTS:** You acknowledge that, in the event of any third party claim that the Archon application or your possession and use of the Archon application infringes a third party's intellectual property rights, the App Distributor will not be responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

(6) **LEGAL COMPLIANCE:** You represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. government list of prohibited or restricted parties.

(7) **THIRD PARTY TERMS OF AGREEMENT:** You must comply with applicable third party terms of agreement when using the Archon application, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Archon application.

(8) **THIRD PARTY BENEFICIARY:** Archon and you acknowledge and agree that the App Distributors, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, each App Distributor will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.

## **SUBMISSIONS**

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Website or the Archon Services ("Submissions") provided by you to Archon are non-confidential and Archon (as well as any designee of Archon) shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **PROHIBITED ACTIVITIES**

You may not access or use the Website for any other purpose other than that for which Archon makes it available. The Website may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by Archon. Prohibited activity includes, but is not limited to:

- A. attempting to bypass any measures of the Website designed to prevent or restrict access to the Website, or any portion of the Website;
- B. attempting to impersonate another user or person or using the username of another user
- C. criminal or tortious activity;
- D. deciphering, decompiling, disassembling or reverse engineering any of the software comprising or in any way making up a part of the Website;
- E. deleting the copyright or other proprietary rights notice from any Website content;
- F. engaging in any automated use of the system, such as using any data mining, robots or similar data gathering and extraction tools;
- G. except as may be the result of standard search engine or Internet browser usage, using or launching, developing or distributing any automated system, including, without limitation, any spider, robot (or "bot"), cheat utility, scraper or offline reader that accesses the Website, or using or launching any unauthorized script or other software;
- H. harassing, annoying, intimidating or threatening any Archon employees or agents engaged in providing any portion of the Archon Services to you;
- I. making any unauthorized use of the Archon Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses;
- J. selling or otherwise transferring your profile;
- K. systematic retrieval of data or other content from the Website to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Archon;
- L. using any information obtained from the Website in order to harass, abuse, or harm another person;
- M. using the Archon Services as part of any effort to compete with Archon or to provide services as a service bureau;
- N. using the Website, Services, or information about from Archon in the course of its Services in a manner inconsistent with any and all applicable laws and regulations; or
- O. using any data or information provided by Archon through access to its content management systems for any purpose not connected with Archon's services and approved by Archon.

## **INTELLECTUAL PROPERTY RIGHTS**

The content on the Website ("Archon Content") and the trademarks, service marks and logos contained therein ("Marks"), including but not limited to ARCHON ENERGY SOLUTIONS, and ARCHON COMPASS, are owned by or licensed to Archon, and are protected by the copyright and other intellectual property rights under United States and foreign laws and international conventions. Archon Content includes, without limitation, all source code, databases, functionality, software, website designs, audio, video, text, photographs and graphics. All Archon graphics, logos, designs, page headers, button icons, scripts and service names are proprietary trademarks, common law trademarks or trade dress of Archon in the United States and/or other countries. Archon's trademarks and trade

dress may not be used, including as part of trademarks and/or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Archon.

Archon Content on the Website is provided to you “AS IS” for your information and personal use only and may not be used, copied, reproduced, aggregated, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. Provided that you are eligible to use the Website, you are granted a limited license to access and use the Website and the Archon Content and to download or print a copy of any portion of the Archon Content to which you have properly gained access solely for your personal, non-commercial use. Archon reserves all rights not expressly granted to you in and to the Website and Archon Content and Marks.

## **THIRD PARTY WEBSITES AND CONTENT**

The Website or Services may contain or refer to (or you may be sent through the Website or the Archon Services) links to other websites (“Third Party Websites”) as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the “Third Party Content”). Such Third Party Websites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Website or any Third Party Content posted on, available through or installed from the Website, including the content, accuracy, offensiveness, opinions, reliability, privacy practices or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to or permitting the use or installation of any Third Party Website or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Website and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Website or relating to any applications you use or install from the Website. Any purchases you make through Third Party Websites will be through other websites and from other companies, and Archon takes no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.

## **SITE MANAGEMENT**

Archon reserves the right but does not have the obligation to:

- A. monitor the Website for violations of this Agreement;
- B. take appropriate legal action against anyone who, in Archon’s sole discretion, violates this Agreement, including without limitation, reporting such user to law enforcement authorities;
- C. in Archon’s sole discretion and without limitation, refuse, restrict access to or availability

of, or disable (to the extent technologically feasible) any user's contribution or any portion thereof that may violate this Agreement or any Archon policy;

D. in Archon's sole discretion and without limitation, notice or liability to remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to Archon's systems;

E. otherwise manage the Website in a manner designed to protect the rights and property of Archon and others and to facilitate the proper functioning of the Website.

## **PRIVACY POLICY**

We care about the privacy of our users. Please review the Archon Privacy Policy. By using the Website or Archon Services, you are consenting to have your personal data transferred to and processed in the United States. By using the Website or the Archon Services, you are consenting to the terms of our Privacy Policy.

## **DIGITAL MILLENNIUM COPYRIGHT ACT (DMCA) NOTICE AND POLICY**

### **Notifications**

If you believe that content available on or through our Website infringes one or more of your copyrights, please immediately notify our Designated Copyright Agent by mail, email or faxed notice ("Notification") providing the information described below, which Notification is pursuant to DMCA 17 U.S.C. § 512(c)(3). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that content located on or linked to by our Website infringes your copyright, you should consider first contacting an attorney. Our Website has a policy of terminating repeat infringers in appropriate circumstances.

All Notifications should include the following:

A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online website are covered by a single notification, a representative list of such works at that website.

C. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

D. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted.

E. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

F. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.



Notifications should be sent to our Designated Copyright Agent as follows:

Designated Copyright Agent  
Jamie Medlin  
875 Cotting Lane Suite H Vacaville, CA 95688  
[admin@archonenergy.com](mailto:admin@archonenergy.com)  
888-600-1614

We also will advise the alleged infringer of the DMCA statutory Counter Notification procedure described below by which the alleged infringer may respond to your claim and request that we restore this material.

### **Counter Notification**

If you believe your own copyrighted material has been removed from our Website and/or our service as a result of mistake or misidentification, you may submit a written counter notification ("Counter Notification") to our Designated Copyright Agent pursuant to DMCA 17 U.S.C. § 512(g)(2) and (3). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following:

- A. Identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled.
- B. A statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which our Archon is located.
- C. A statement that you will accept service of process from the party that filed the Notification or the party's agent.
- D. Your name, address and telephone number.
- E. A statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.
- F. Your physical or electronic signature.

You may submit your Counter Notification to our Designated Copyright Agent by fax, mail, or email as set forth above.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material after ten (10) business days but no later than fourteen (14) business days from the date we receive your Counter Notification, unless our Designated Copyright Agent first receives notice from the party filing the original Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

### **TERM AND TERMINATION**

This Agreement shall remain in full force and effect while you use the Website or are otherwise a user or member of the Website, as applicable. You may terminate your use or participation at any time, for any reason, by following the instructions for terminating user accounts in your account settings, if available, or by contacting us using the contact information below.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, ARCHON RESERVES THE RIGHT TO, IN ARCHON'S SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE WEBSITE AND THE ARCHON SERVICES, TO ANY PERSON FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION, AND ARCHON MAY TERMINATE YOUR USE OR PARTICIPATION IN THE WEBSITE AND THE ARCHON SERVICES, DELETE YOUR PROFILE AND ANY CONTENT OR INFORMATION THAT YOU HAVE POSTED AT ANY TIME, WITHOUT WARNING, IN ARCHON'S SOLE DISCRETION.

In order to protect the integrity of the Website and Archon Services, Archon reserves the right at any time in its sole discretion to block certain IP addresses from accessing the Website and Archon Services.

Any provisions of this Agreement that, in order to fulfill the purposes of such provisions, need to survive the termination or expiration of this Agreement, shall be deemed to survive for as long as necessary to fulfill such purposes.

YOU UNDERSTAND THAT CERTAIN STATES ALLOW YOU TO CANCEL THIS AGREEMENT, WITHOUT ANY PENALTY OR OBLIGATION, AT ANY TIME PRIOR TO MIDNIGHT OF ARCHON'S THIRD BUSINESS DAY FOLLOWING THE DATE OF THIS AGREEMENT, EXCLUDING SUNDAYS AND HOLIDAYS. TO CANCEL, CALL A ARCHON CUSTOMER CARE REPRESENTATIVE DURING NORMAL BUSINESS HOURS USING THE CONTACT INFORMATION LISTING BELOW IN THIS AGREEMENT OR BY ACCESSING YOUR ACCOUNT SETTINGS. THIS SECTION APPLIES ONLY TO INDIVIDUALS RESIDING IN STATES WITH SUCH LAWS.

If Archon terminates or suspends your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, Archon reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **MODIFICATIONS**

### **To Agreement**

Archon may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Website and revisions will be indicated by date. You agree to be bound to any changes to this Agreement when you use the Archon Services after any such modification becomes effective. Archon may also, in its discretion, choose to alert all

users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. It is therefore important that you regularly review this Agreement and keep your contact information current in your account settings to ensure you are informed of changes. You agree that you will periodically check the Website for updates to this Agreement and you will read the messages we send you to inform you of any changes. Modifications to this Agreement shall be effective after posting.

### **To Services**

Archon reserves the right at any time to modify or discontinue, temporarily or permanently, the Archon Services (or any part thereof) with or without notice. You agree that Archon shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Archon Services.

## **DISPUTES**

### **Between Users**

If there is a dispute between users of the Website, or between users and any third party, you understand and agree that Archon is under no obligation to become involved. In the event that you have a dispute with one or more other users, you hereby release Archon, its officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Archon Services.

### **With Archon**

All questions of law, rights, and remedies regarding any act, event or occurrence undertaken pursuant or relating to this Website or the Archon Services shall be governed and construed by the laws of the State of California, excluding such state's conflicts of law rules. Any legal action of whatever nature by or against Archon arising out of or related in any respect to this Agreement, or the Website and the Archon Services, or the Privacy Policy, shall be brought solely in either the Superior Court of California for the County of Solano, or, if that Court lacks jurisdiction over the subject matter, the United States District Court for the Eastern District of California; subject, however, to the right of Archon, at the Archon's sole discretion, to bring an action to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third party rights (or any similar cause of action) in any applicable court in any jurisdiction where jurisdiction exists with regard to a user. You hereby consent to (and waive any challenge or objection to) personal jurisdiction and venue in the above-referenced courts. In the event of any action arising from a breach of this Agreement, or to enforce the terms of this Agreement, the prevailing party shall recover its attorneys' fees and costs.

## **CORRECTIONS**

Occasionally there may be information on the Website that contains typographical errors, inaccuracies or omissions that may relate to service descriptions, pricing, availability, and various other information. Archon reserves the right to correct any errors, inaccuracies or omissions and to change or update the information at any time, without prior notice.

## DISCLAIMERS

Archon cannot control the nature of all of the content available on the Website. By operating the Website, Archon does not represent or imply that Archon endorses any blogs, contributions or other content available on or linked to by the Website, including without limitation content hosted on third party websites or provided by third party applications, or that Archon believes contributions, blogs or other content to be accurate, useful or non-harmful. We do not control and are not responsible for unlawful or otherwise objectionable content you may encounter on the Website or in connection with any contributions. The Archon is not responsible for the conduct, whether online or offline, of any user of the Website or Archon Services.

Archon's Services including specific inspection and permitting services, primarily in connection with home energy efficiency. Archon's Services and responsibilities do not include a comprehensive report concerning a homeowner's home for issues such as asbestos, biological conditions, or other hazards or concerns. Archon has no duty to provide such Services or an evaluation concerning such hazards or concerns, and it disclaims any duty to perform such Services. Archon performs inspection services at the request of various customers, including, particularly, contractors and homeowners. The contractors are not affiliated with or employed by Archon, and Archon has no responsibility for their performance of their duties to the homeowner, including any duties to identify or remedy hazardous conditions, such as asbestos or biological conditions. Archon disclaims any and all responsibility to identify or remedy such conditions.

YOU AGREE THAT YOUR USE OF THE WEBSITE AND ARCHON SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ARCHON, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND THE ARCHON SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ARCHON MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE WEBSITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THIS WEBSITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE OR ARCHON SERVICES, (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, AND/OR (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. ARCHON DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE OR ANY

HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND ARCHON WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **LIMITATIONS OF LIABILITY**

IN NO EVENT SHALL ARCHON OR ITS DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA OR OTHER DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR ARCHON SERVICES, EVEN IF ARCHON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, ARCHON'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO ARCHON FOR THE ARCHON SERVICES DURING THE PERIOD OF THREE MONTHS PRIOR TO ANY CAUSE OF ACTION ARISING.

ARCHON SHALL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGES OR CLAIMS ARISING FROM THE CONTENT OF ANY INSPECTOR'S REPORT, OR FROM THE FAILURE OF ANY GOVERNMENT AGENCY TO ISSUE A PERMIT SOUGHT BY YOU AS PART OF THE SERVICES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

THESE LIMITATIONS OF LIABILITY APPLY TO ANY SERVICES PROVIDED BY ARCHON AT ANY TIME, WHETHER BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS OF USE. BY SIGNING UP FOR ARCHON'S CONTENT MANAGEMENT SERVICES, BY USING THOSE SERVICES, OR BY PLACING ANY ORDER FOR INSPECTION SERVICES THROUGH ARCHON, YOU AGREE THAT THESE LIMITATIONS OF LIABILITY APPLY TO ALL PREVIOUSLY PROVIDED SERVICES AS WELL, AND IN CONSIDERATION FOR FURTHER SERVICES FROM ARCHON YOU AGREE TO WAIVE AND RELEASE ANY AND ALL CLAIMS ARISING FROM PREVIOUSLY PROVIDED SERVICES TO THE EXTENT INCONSISTENT WITH THESE LIMITATIONS OF LIABILITY.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

## **INDEMNITY**

You agree to defend, indemnify and hold Archon, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of your contributed content, use of the Archon Services, and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above. Notwithstanding the foregoing, Archon reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify Archon, and you agree to cooperate, at your expense, with Archon's defense of such claims. Archon will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **NOTICES**

Except as explicitly stated otherwise, any notices given to Archon shall be given by email to the address listed in the contact information below. Any notices given to you shall be given to the email address you provided during the registration process, or such other address as each party may specify. Notice shall be deemed to be given twenty-four (24) hours after the email is sent, unless the sending party is notified that the email address is invalid. We may also choose to send notices by regular mail.

## **USER DATA**

Our Website will maintain certain data that you transfer to the Website for the purpose of the performance of the Archon Services, as well as data relating to your use of the Archon Services. Although we perform regular routine backups of data, you are primarily responsible for all data that you have transferred or that relates to any activity you have undertaken using the Archon Services. You agree that Archon shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against Archon arising from any such loss or corruption of such data.

## **ELECTRONIC CONTRACTING**

Your use of the Archon Services includes the ability to enter into agreements and/or to make transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY AND TO PAY FOR SUCH AGREEMENTS AND TRANSACTIONS. YOUR AGREEMENT AND INTENT TO BE BOUND BY ELECTRONIC SUBMISSIONS APPLIES TO ALL RECORDS RELATING TO ALL TRANSACTIONS YOU ENTER INTO RELATING TO THE ARCHON SERVICES, INCLUDING NOTICES OF CANCELLATION, POLICIES, CONTRACTS, AND APPLICATIONS. In order to access and retain your electronic records, you may be required to have certain hardware and software, which are your sole responsibility.

## **ELECTRONIC SIGNATURES**

Users are allowed on the Website to transmit and receive valid electronic signatures in the United States under the Electronic Signatures in Global and National Commerce Act (E-Sign Act) of 2000 and the Uniform Electronic Transactions Act (UETA) of 1999 as adopted by individual states. Users' signatures and identities are not authenticated by Archon.

## **MISCELLANEOUS**

This Agreement constitutes the entire agreement between you and Archon regarding the use of the Archon Services. The failure of Archon to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. The section titles in this Agreement are for convenience only and have no legal or contractual effect. This Agreement operates to the fullest extent permissible by law. This Agreement and your account may not be assigned by you without our express written consent. Archon may assign any or all of its rights and obligations to others at any time. Archon shall not be responsible or liable for any loss, damage, delay or failure to act caused by any cause beyond Archon's reasonable control. If any provision or part of a provision of this Agreement is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and Archon as a result of this Agreement or use of the Website and Archon Services. Upon Archon's request, you will furnish Archon any documentation, substantiation or releases necessary to verify your compliance with this Agreement. You agree that this Agreement will not be construed against Archon by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of this Agreement and the lack of signing by the parties hereto to execute this Agreement.

## **CONTACT US**

In order to resolve a complaint regarding the Archon Services or to receive further information regarding use of the Archon Services, please contact Archon as set forth below or, if any complaint with us is not satisfactorily resolved, and you are a California resident, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 "R" Street, Sacramento, California 95814 or by telephone at 1-916-445-1254.

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