

# Signature Home Services

## Terms of Service

### 1. Applicability and parties

By using our Websites and/or Services, you are agreeing to these terms. These Terms of Service ("Agreement") regulate the relationship between Website visitors and/or Company clients ("you," "your," or "yourself") and Signature Home Services ("we," "our," or "us"), a full owner of SignatureHomeServices.com and DailyHomeZone.com and, wherever applicable, its directors, officers, employees, advisors, contractors, subsidiaries and any of its affiliated corporate entities. These terms apply to all Services below defined, including but not limited to:

- (a) The provision of affiliate links where we have a relationship with another company and, in some cases, receive a commission or payment with the referral of clients from our Websites;
- (b) The provision of tips, advice, planning and solutions related to the Services marketed by us, including but not limited to home remodels, interior design, and handyman services;
- (c) The hosting of any related online networks, groups, and/or clubs, and all their related activities.

By using our Websites and/or any of our Services, you (a) confirm that you are complying with and are aware of this Agreement, and (b) confirm that you are lawfully able to enter into this Agreement.

There may be additional terms and/or conditions of our Services that apply but which will be shown separately, such as a Subscription Agreement. Any additional terms will become part of your Agreement with us, and all policies made available to you must be followed in conjunction with this Agreement at such time as they are made available. If you do not agree to all the terms or conditions of this Agreement, you may not use any of our Websites or Services.

We reserve the right to change, modify, remove or add to this Agreement at any time and at our sole discretion. In the case of any substantial change of these terms, we will notify you about these changes either by e-mail or through the Website. Your continued use of our Services or Websites means you accept and agree to any such changes.

### 2. Definitions

Any references to the following words or phrases in this Agreement are applied and accepted by you with the definitions below outlined:

**Agreement:** the sum of any and all terms provided by us that regulate the relationship between you and us, including this Agreement and any subsequent terms and conditions provided.

**Personal data:** any data that is captured by us via our Websites or Services, including behavioral activity (Google Analytics) and other personal information. More information on personal data can be found on the Website in our Privacy Policy.

**Fees:** any fees payable to us by you for the use of our Website or Services under the terms of service and/or any subscription plan opted into by you.

**Services:** any Services offered by us such as those outlined on our Websites.

### 3. Use of our Websites and Services

All Websites and Service content such as text and graphics, photographs, logos, artwork and trademarks, including but not limited to the selection, structure, design, coordination, expression or arrangement of this content, when contained on the Website or in any communications by us (or is otherwise owned, licensed or controlled by us), remains the sole property of us and is protected by copyright, trademark, intellectual property and unfair competition laws. In no case may any of this content be used without our explicit and written permission.

None of the protected content may be copied or reproduced, republished or posted, publicly displayed, translated, encoded, transmitted or distributed in any way for any commercial or derogatory purpose without our explicit and written consent.

You may use the information about our Services when it is purposely made available by us for download from the Website, and only in the case that you use the information for your personal and non-commercial or derogatory purposes.

You may never attempt to gain unauthorized access to any portion of the Websites or to any server by backing, password "brute-forcing," or any other malicious, illegitimate or fraudulent means.

In no case may you use the Websites or any of their content for any purpose that is prohibited by this Agreement or otherwise unlawful.

Only in the case that you comply with all elements of this Agreement will we grant you a revocable, limited, non-transferable and non-exclusive license to access and use the Services and Websites. This license is granted solely for your personal use.

By accepting this Agreement, you grant us the right to access, use and process your Personal data and personal information in order to deliver our Service benefits through our Services and Website, or to other clients in a non-identifiable form (such as with client reviews).

We reserve the right to do any or all of the following at our sole discretion, with or without notice: modify, suspend or terminate operation or access to the Services or Websites; modify or change the Services or Websites and/or all related terms or conditions; and interrupt the operation of the Services or Websites as necessary to perform maintenance (routine or non-routine), error correction, and/or other updates.

### 4. Privacy Policy

By using our Services or Websites you demonstrate your acceptance of our Privacy Policy as made available on the Website.

### 5. Cookie Policy

By using our Services or Websites you demonstrate your acceptance of our Cookie Policy, which is part of the Privacy Policy made available on our Website.

### 6. Liability and indemnity

You are fully and exclusively responsible for the compliance with your stated obligations under this Agreement and are liable to compensate us for damages caused by the non-compliance or unsatisfactory compliance of your obligations thereto.

To the fullest extent as legally permitted, you agree to indemnify and/or hold and defend us (including but not limited to our officers, directors, predecessors, successors in interest, employees, agents, clients and partners) harmless from any demands, loss, claims, expenses or liability made against us by any third-party, as well as from any liabilities arising out of, related to or in connection with your use of the Services and/or Websites including your breach of any of the terms of this Agreement. You agree to notify us immediately of any matter that could result in any such damage, loss, claim or liability subject to the indemnification stated herein. This notification is required but will not release you from your commitment to this indemnification and your related obligations thereto. We reserve the right to exercise exclusive control over our defense, at your expense, to any claim subject to such indemnification.

#### 7. Disclaimer of warranty and limitation of liability

We make no promise that our Websites or any related content will be consistently error-free or uninterrupted. We make no promise that any defects will be corrected. The Services and Websites as well as all their content are delivered on an "as-available" and "as-is" basis. We disclaim all warranties (express or implied), including warranties of accuracy, non-infringement and fitness for a stated purpose, as well as quality and performance or our Websites and Services. However, we make no warranty that the Services or Websites will meet your personal or specific needs, nor do we make any warranty that there will be error-free or uninterrupted delivery of the same.

You expressly agree to and understand that any data downloaded or purchased through our Services or Websites or our Affiliates is done at your risk and discretion, and that you are and will remain solely responsible for any damage to your computer system or loss of data that results from the download of such data from our Services or Websites.

We also disclaim any liability for the acts, omissions and/or related conduct of third parties in connection with your use of our Services and/or Websites. The sole remedy you may exercise against us for any dissatisfaction with our Services and/or Websites is to stop using those Services or Websites.

The above disclaimer also applies to any liability, damages or injuries caused by a failure of performance, interruption, deletion, error, omission, theft, communication failure or unauthorized access to, alteration of, or use of your data by third parties in connection with your use of Services and/or Websites.

All provisions of this section seven (7) determine the allocation of risks for you and for us. You agree to and acknowledge that these allocations, as well as the limitations of liability herein stated, are a basis which is essential to the Agreement and bargain between you and us.

These warranties above outlined will be valid to the fullest extent permitted by law; in jurisdictions where the certain warranties or the exclusion thereof is not allowed, some of these limitations may not apply.

#### 8. Force majeure

Neither you nor we shall be held liable for delays or failure to perform under this Agreement when it results directly or indirectly from any cause beyond your or our reasonable control, including, but not limited to: failure due to acts of God; military acts or acts of war; acts of terrorism; civil disturbances; strikes or labor disputes; fires or interruptions in telecommunications; equipment or software failure; and other

catastrophic occurrences beyond your or our reasonable control, in all cases which do not affect the enforceability of any or all remaining provisions (*force majeure*).

The party in default of force majeure will notify the other party immediately in the case of these occurrences or events and will make all reasonable efforts to overcome or remove the effects of such occurrence or event, resuming performance of all obligations under this Agreement immediately after the cessation thereof.

#### 9. Notices

You hereby agree that we may communicate with you either by mail or electronically regarding any information related to your Account or your use of the Services or Websites. We reserve the right to provide you notices by sending them to the e-mail address you provide through Website opt-ins or through other with us, whether on our Websites, social media, or in-person through regular business. E-mail notices will be considered received by you within 24 hours of the time sent.

#### 10. Complaints

In any case you have a complaint, or if you require additional support, you may contact us by e-mail at robin@signaturehomeservices.com. A representative from our team will get back to you within 72 hours. In the case your request requires a more detailed answer, it might take up to 10 days for us to fully address the inquiry.

#### 11. Governing law and jurisdiction

The whole of this Agreement will be governed by and executed in accordance with the laws of the United States and of the State of Texas.

#### 12. Miscellaneous

In this Agreement there is no relationship of partnership, joint venture, employment, exclusivity, agency or franchise between you and us. Neither we nor you have the authority to bind the other, including but not limited to making any warranty, the assumption of obligation or liability, or the exercise of any right of power, except as expressly outline and agreed to through this Agreement.

Each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under all applicable and related laws. If any provision of this Agreement is determined to be invalid, unenforceable or illegal in any respect, such provision(s) will be ineffective only to the extent that it corrects or removes such invalidity or unenforceability; the remainder of the Agreement shall remain valid and in full enforcement.

The whole of this Agreement and these terms of service, including the changes, additions or updates provided by us and at our sole discretion at any time, constitute the full and entire enforceability of these conditions between you and us and supersedes all prior Agreements, representations or promises (oral or written). Similarly, and subsequent updates, changes or additions to this Agreement will supersede any related or affected clauses of this Agreement.

Any failure on our part to insist on or enforce the strict compliance by you of the terms and conditions of this Agreement will not be construed as a waiver by us of any part of this Agreement, nor of any right we have to enforce said Agreement, nor will any course of conduct or communication between you and us be considered a modification of any part of this Agreement.

This Agreement, as well as all rights, definitions and obligations stated therein, may not be transferred, assigned, or re-assigned by you, however may be reassigned by us and at our sole discretion, including to any third party. Any attempt by you to transfer or assign these rights in violation of this clause shall be considered null and void. Any person who is not a party outlined by this Agreement will have no right to rely on or enforce any terms or conditions in this Agreement.