

GREEN DOOR TERMS AND CONDITIONS

As of December 2022

Please Read These Terms Carefully Before Using This App

Thank you for visiting the website located at greendoor.app, (the “Site”). The Site is a web-based property of PLS Inc. d/b/a Pearl Certification (“Company,” “we,” “our,” or “us”) that makes available services as permitted by these Terms and Conditions. **By using the Site or downloading materials from the Site, you agree to abide by these Terms and Conditions and the terms in our [Privacy Policy](#) (linked here). If you do not agree to abide by these Terms and Conditions or our Privacy Policy, do not use the Site or download materials from the Site.**

NOTE: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION OF DISPUTES PROVISION AND WAIVER OF CLASS ACTION THAT GENERALLY REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN VIA CLASS ACTIONS, COURT PROCEDURES OR JURY TRIALS, AND ALSO LIMITS REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE.

Scope

These Terms and Conditions apply to you when you become a user (“User”) by creating or activating an account which enables you to utilize a full range of services made available through the Site (“User Services”). By doing so, you acknowledge and agree that you: (a) have read, understand, and agree to be bound by these Terms and Conditions in their entirety; (b) consent to the use of electronic signatures (which you agree are the same as handwritten signatures for purposes of validity, enforceability and admissibility), contracts, orders, and other records, and to the electronic delivery of notices, policies, and records of transactions initiated or completed through the site or through any other interactions with Company; and (c) waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require (i) an original signature, (ii) delivery or retention of non-electronic records, or (iii) payments or the granting of credits in ways other than through electronic means. The Site and User Services are available only to individuals who are at least eighteen (18) years of age and who can enter into legally binding contracts under applicable law. If you are under eighteen (18) years of age or do not agree to these Terms and Conditions in their entirety, do not access, view, download, or otherwise use any page on the Site located at [greendoor.app] and do not submit an online application to become a User.

The Company [Privacy Policy](#) (“Privacy Policy”) is part of these Terms and Conditions and is incorporated herein by this reference. By accepting these Terms and Conditions you agree to the collection and use of your information by the Site as described in the Privacy Policy.

Modifications

Company may modify these Terms and Conditions, in whole or in part, from time to time at its sole discretion, effective immediately upon posting modified Terms and Conditions to the Site and, if you are a User, by directly communicating them to you when you log in to the Site; provided, however, that: (i) any modification to the Dispute Resolution section shall not apply to any disputes initiated prior to the applicable modification; and (ii) any modification to the Fees and Billing section shall not apply to any charges incurred prior to the applicable modification. By not terminating your User Services account (“Account”) within seven (7) days after receiving a notice of modifications to the Terms and Conditions as described above or by continuing to use or access the Site or any User Services after modified Terms and Conditions are posted to the Site, you agree to comply with, and be bound by, such modifications. Unless explicitly stated otherwise, any future offer(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Site shall be subject to these Terms and Conditions.

If, prior to the effective date of these Terms and Conditions, you created an account with Company governing your use of User Services, your continued use of User Services is now subject to these Terms and Conditions, which supersede the Usership Agreement subject to the limitations described in the preceding paragraph.

Links to Third Party Websites and Advertisers

The Site contains links to: the Pearl website at <https://pearlcertification.com/> where the Terms & Condition on that site apply; websites of preferred providers as part of Pearl Partner and other professional directories; and other websites on the Internet that are owned and operated by third parties. In some instances, these websites are co-branded and the third parties are entitled to use Company’s name and logo on their websites. Company does not control the information, products, or services available on or through these third-party websites. The inclusion on the Site of a third-party link does not imply endorsement by Company of the applicable website or any association with the website’s operators. Because Company has no control over such websites, you agree that Company is not responsible or liable for the availability or the operation of such websites, for any material located on or available through such websites, or for the data practices of such websites, which shall be subject to those websites’ policies and terms. If you click on any third-party advertisements on the Site, participate in any promotions offered by such advertisers, or purchase any goods or services from such advertisers, any terms, conditions, warranties, or representations associated with such dealings or promotions are solely between you and the

applicable advertiser or other third party, and you agree that Company shall not be responsible or liable, directly or indirectly, for any loss or damage you suffer through your dealings with or based on your reliance on any material made available by such advertisers.

Proprietary Rights and Limited License

The intellectual property rights or other proprietary rights to all material stored, displayed and accessible on the Site (“Content”), including, any rights in the design, selection, arrangement, compilation, and coordination of such Content, are owned by or licensed to Company and are protected under applicable laws (including, but not limited to, copyright, trademark, and other intellectual property laws). Except as expressly provided in these Terms and Conditions or with Company’s express written consent, you are not granted any rights or licenses to use any patents, copyrights, trade secrets, rights of publicity, or trademarks of Company or with respect to any of the Content. The “Company” name and logo are trademarks of Company. All custom graphics, icons and service names are trademarks of Company. All other trademarks are the property of their respective owners.

The Content is provided as a service to our actual or potential customers. You may only access, print, and use the Content if you include and retain all proprietary rights notices appearing on such materials, and your use is restricted to your internal use, and you agree to not use it for any public or commercial purposes. You may not copy, distribute, or create derivative works from the Content. You agree to abide by all additional restrictions displayed on this Site as it may be updated from time to time. Company reserves any and all rights not explicitly granted in these Terms and Conditions. By using the Site, you do not acquire any ownership rights to the Site, or any other information obtained from the Site.

User Restrictions

You agree that you are prohibited from doing any of the following:

1. Access the Site through any automated or manual process for the purpose of monitoring the Site’s performance, functionality, or availability for any commercial purpose;
2. Access, retrieve any data from, or otherwise perform any other activities on or through the Site using any type of software or other automated process (e.g., scripts, robots, scrapers, crawlers, or spiders);
3. Copy, reproduce, publish, misappropriate, distribute or otherwise infringe or use Content, any component of the Site or any intellectual property rights therein without authorization;

4. Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Site, or to bypass, disable, or block any portion of the Site, associated software, or any Company server or computer system;
6. Take any action that, as determined in Company's sole discretion, imposes an unreasonable or disproportionately large load on the Site infrastructure;
7. Cover or otherwise obfuscate any advertisement located on Company; or
8. Simulate the appearance or function of Company on another website, such as through "framing" or "mirroring."
9. Restrict or inhibit any other user from using and enjoying the Site;
10. Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations;
11. Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by Us) or engage in spamming or flooding;
12. Post or transmit any information or software which contains a virus, trojan horse, worm or other harmful component; or

Our Obligations

We allow you to access the Site as it may be available at any given time and have no other obligations, except as expressly stated in these Terms and Conditions. You are solely responsible for your use of the Site and any information you obtain from the Site. We do not warrant the completeness of the Content or the reliability of any advice, opinion, statement or other information displayed or distributed through the Site. We reserve the right, in our sole discretion, to correct any errors or omissions in any portions of the Site. To the fullest extent permitted by law, we disclaim all representations and warranties, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for any particular purpose.

Energy Savings, Recommendations and Other Benefits

Company does not guarantee or promise any specific level of energy savings, home performance, tax benefit, return on investment, home selling price, or other benefit. Actual results and benefits may vary depending on factors beyond Company's control or knowledge. You acknowledge that any recommendations, promotions, or planning tools provided by Pearl related to Green Door (including those that are unique to your home based on information available to us) are not guarantees of actual savings, performance, or financial gain.

Your Grant of License to Data

Generally, there are three types of data that we may receive from you: (1) personal information, that could be combined in a way to identify you such as name, address, email address, phone number, you provide to establish a User Account or transact business with us ("Personal Data"); (2) data about the energy use and attributes of the house connected to a User Account (as defined below) ("Home Data"); and (3) other information, ideas, concepts, comments, feedback, content, and other materials that you submit, directly or indirectly, to Company through the Site ("User Data").

Subject to the [Privacy Policy](#) and excluding Personal Data, You grant to Company an irrevocable, perpetual, royalty-free, worldwide, unlimited, assignable, sublicenseable, fully-paid-up license to copy, distribute, publish, prepare derivative works of, commercialize, retain, analyze, and otherwise use, without any obligation to notify, identify, or compensate you or anyone else, any User Data. By submitting such information or materials to us, you represent and warrant that your submission and Company's use of your submission do not and will not breach any agreement, violate any law, or infringe any right of any third party (including, but not limited to, privacy and intellectual property rights), and that the information you submit is accurate. Company does not solicit ideas, concepts, or other materials from you regarding improvement of the Site or services provided through the Site and you acknowledge that you are responsible for, and bear all risk as to the use or distribution of, any such ideas, concepts, or materials.

Account Requirements and Conditions

1. Registration - To join the Site as a User, you must be at least eighteen (18) years of age with the requisite equipment and Internet connection to access the User Services. If at any time any of the information you supply as part of your account registration changes, you must immediately inform Company of these changes. If you elect to create a User Account, you acknowledge that you have independently evaluated the desirability of obtaining the User Services and that you have not relied on any representation or warranty about the User Services other than those set forth in these Terms and Conditions. By creating a User Account you represent and warrant that

all information you submit will be true, accurate, current, and complete, and that you will ensure it is current by promptly updating your information as necessary.

2. Authentication - We reserve the right to authenticate your identity in accessing your User Account. In the event that you decide to log into your User Account using a third-party social media or authentication service or otherwise provide us with access to information from such third-party social media or authentication service, the Company may obtain necessary information to authenticate the User and any other necessary registration information.

3. Account Username and Password - You are required to register for a username and to set a password prior to obtaining access to the Site or to User Services. You acknowledge and agree that: (a) you are responsible for maintaining the security and confidentiality of your username and password; (b) you will not use any other User's username and password to access that User's Account; (c) you will not permit others to access your User Account or any other User Account; and (d) you will not sell, trade, or otherwise share your username and password with any other person. If you violate any of these provisions, you agree that you are responsible for any actions that occur through your User Account, whether or not taken by you.

4. Fees and Billing - If you wish to use the User Services or otherwise purchase any product or service through the Site, you may, at Company's sole discretion, be presented with the applicable fees and billing arrangement prior to your purchase, which may include the charging of fees to a payment card on a recurring basis. In addition to those fees, you shall be responsible for paying any and all applicable sales or use tax due to any and all taxing authorities arising from, or in connection with, your use of the User Services. BY SUBMITTING PAYMENT, YOU REPRESENT AND WARRANT THAT YOU (A) ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AND (B) HAVE THE LEGAL RIGHT TO USE THE PAYMENT MEANS SELECTED BY YOU. By supplying payment card information, you authorize our use of such information in accordance with our Privacy Policy, including, but not limited to, our provision of such information to third parties for the purposes of payment processing. You also understand and acknowledge that Company uses a third-party payment processor to process credit card payments on our behalf, and when you supply payment information in connection with a purchase you agree that Company is not responsible for the security of such information when it is in the control of the third-party payment processor.

5. Disclosure of Data - By creating a User Account, we will make available to you a variety of Pearl Partner and other professional directories. By opting to connect with a Professional from our Pearl Partner or other directory through Green Door, you consent to Pearl sharing data associated with your User Account with the corresponding third party professional(s) for the following purposes:

- To the homeowner's real estate agent, appraiser, lender or third parties including, but not limited to a Multiple Listing Service or Multiple Listing Service vendor, connected to the sale or refinance of that same home
- To residential home improvement contractors to enable these contractors to understand the high-performing features already in the home and to make additional improvements

Additionally, some or all of your home appliance data may be disclosed to a third-party home management app provider in order to provide you with additional data on your home appliances and recommendations for improvement and maintenance. No personally identifiable information will be provided to this third party, and Company will use all reasonable means to ensure the safe transmission of your data. Third parties are not responsible for the privacy, security or integrity of the data provided.

3. Term and Termination

A homeowner who sells a home that is connected to a User Account, must promptly inform Company so that the account may be deactivated or terminated. Company will deactivate or terminate accounts if it learns the User is no longer associated with a home. Further, Company reserves the right, in its sole discretion, to restrict, suspend, or terminate your User Account, with or without cause. You may, in your sole discretion, terminate your Account by submitting an email notice to Company at help@pearlcertification.com . Upon any expiration, termination, restriction, or suspension of your Account or your participation in the User Services:

1. Any and all licenses and rights granted to you in connection with these Terms and Conditions shall immediately cease and terminate;
2. Any and all confidential or proprietary information of Company that is in your possession or control must be immediately returned or destroyed. If requested by Company, you or an authorized agent will certify in a signed writing that all such confidential and proprietary information has been returned or destroyed; and
3. Obligations that, by their nature, would survive any termination or expiration of the Account shall survive any termination or expiration of the Account.

Indemnification

You agree to defend, indemnify and hold harmless Company, its parents, subsidiaries, affiliates, joint ventures, and third-party service providers, and each of their respective officers, directors, employees, agents, shareholders, co-branders, content licensors, suppliers, contractors, agents, and other partners ("Indemnified Parties"), from and against any and all claims, demands, suits,

or actions by third parties and any liabilities, damages, expenses, fees (including reasonable attorneys' fees), costs, and judgments by any third party, arising from or related directly or indirectly to: (a) your use of the Site or any Content you obtain through the Site; (b) your breach of failure of, or failure to comply with these Terms and Conditions; (c) your failure to comply with laws or any rights of another individual or entity, including any claim that Company is obligated to pay any taxes in connection with your use of the Site or otherwise; (d) any actions by, or your business relationship with a partner or suggested professional in the Pearl Partner or other directory. The provisions of this paragraph are for the benefit of the Indemnified Parties and each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on his, her, or its own behalf.

Disclaimer of Warranties

The site, any information contained therein, the Content, User Accounts and services, and any other Company products or services, are provided to you on an "as is" and "as available" basis and all warranties, express and implied, are disclaimed to the fullest extent permissible pursuant to applicable law (including, but not limited to, the disclaimer of any warranties of merchantability, non-infringement of intellectual property, and fitness for a particular purpose). Do not rely on the Site, any information provided therein, or its continuation. In particular, but not as a limitation thereof, company and its parents, subsidiaries and affiliates make no representation or warranty that the site, any information contained therein, the content, user services, or any other company products or services:

1. will achieve any purpose for which you intended;
2. will be uninterrupted, timely, secure, and error-free (including, but not limited to, due to system or network failures, updates, disturbances related to internet service providers, maintenance, or malicious attacks), or that defects or errors will be corrected;
3. will be free of viruses or other harmful components;
4. will employ security methods that guarantee that you will not experience interference with your use or enjoyment of the Site, or that guarantee that your rights will not be infringed; or
5. will be 100% accurate, complete, and up-to-date. The Site, any information contained therein, the Content, User Services and any other Company products or services may contain bugs, errors, problems, or other limitations. Company and its parents, subsidiaries and affiliates will not be liable for the availability of the underlying Internet connection you use to access the site.

No advice or information, whether oral or written, obtained by you from Company, any users, third-party providers, or otherwise through or from the site, shall create any warranty not expressly stated in these terms and conditions. Your use of the Site is at your sole risk,

and Company does not represent or warrant that your use of the site will not infringe the rights of third parties.

Limitation of Liability

You expressly understand and agree that Company and its parents, subsidiaries, affiliates, joint ventures, and third-party service providers, and each of their respective users, officers, directors, employees, agents, shareholders, co-branders, content licensors, suppliers, contractors, attorneys, and other partners (the “Company Parties”), shall not be liable hereunder for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages including, but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if the applicable Company Party has been advised of the possibility of such damages), to the fullest extent permitted by applicable law, arising from or related to: (a) the use of or the inability to use the Site, any information contained therein, the content, user services, or any other Company products or services; (b) the cost of procurement of substitute goods or services resulting from your purchase of or obtaining any Company products, services, content, or other data through the Site; (c) the unauthorized access to, or alteration of, your registration data or any other information about you maintained by Company; and (d) any other dispute relating to the Site, any information contained therein, or any other Company products or services. This limitation applies to all statutory and common-law causes of action including, but not limited to, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and any and all other torts.

To the fullest extent permitted by applicable law, in no event will the Company Parties’ aggregate liability hereunder for any obligations, liabilities, or claims exceed the greater of the amount paid by you for the User Services and five hundred dollars (\$500.00). No action, regardless of form, arising out of your use of the site, any information contained therein, the content, user services, or any other company product or service may be brought by you or company more than one (1) year following the event which gave rise to the cause of action. The limitation of liability set forth in this section is a fundamental element of the basis of the bargain between you and Company. Access to the Site would not be provided to you without such limitation. In the event some jurisdictions do not allow the exclusion or limitation of damages to the extent indicated above, our liability in such jurisdictions shall be limited to the extent permitted by law.

The foregoing limitations of liability shall not apply (i) to any indemnification obligation of the applicable Company Party for third-party claims, or (ii) the extent the applicable liability arose as a result of the gross negligence, willful misconduct or fraud of the applicable Company Party.

Arbitration and Dispute Resolution

These Terms and Conditions and any disputed related to them shall be treated as though they were executed and performed in and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia (without regard to conflict of law principles).

At PLS Inc. doing business as Pearl Certification, we expect that our customer service team will be able to resolve most complaints you may have regarding our provision or your use of the User Services. If you have such a complaint, you can contact our customer service team as described in the “How to Contact Us” section below. In the unlikely event that your complaint remains unresolved, we prefer to specify now what each of us should expect in order to avoid any confusion later. Accordingly, you and Company agree to the following resolution process for all disputes and claims that you or Company have arising from our provision or your use of the Site and/or User Services (each a “Service Claim”).

In an attempt to find the quickest and most efficient resolution of any Service Claim, you and Company agree to first discuss the Service Claim informally for at least 30 days. To do that, the party who brings the Service Claim must first send to the other party a notice that must include (1) a description of the Service Claim and (2) a proposed resolution (together, the “Claim Notice”). If you want to raise a Service Claim, you must send your Claim Notice by email to us at: help@pearlcertification.com . If we would like to subsequently discuss your Service Claim with you, we will contact you using the e-mail address or mailing address you provide in your letter to us. If Company wants to raise a Service Claim, we will send our Claim Notice to you at the e-mail address that we have on file for you. If we do not have an e-mail address for you on file, Company will send our Service Claim to you through a means that complies with the service of process rules of the State of Virginia.

IF YOU AND COMPANY DO NOT REACH AN AGREED UPON RESOLUTION WITHIN 30 DAYS OF RECEIPT OF THE SERVICE CLAIM, YOU AND COMPANY AGREE THAT THE SERVICE CLAIM MUST BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION USING ITS CONSUMER ARBITRATION RULES, AVAILABLE HERE. .

<https://adr.org/sites/default/files/Consumer%20Rules.pdf>

NOTWITHSTANDING THE ABOVE ARBITRATION REQUIREMENT, THE PARTIES AGREE THAT: (1) EITHER PARTY HAS THE RIGHT TO PURSUE A SERVICE CLAIM IN SMALL CLAIMS COURT OF APPROPRIATE JURISDICTION; (2) OTHER THAN ARBITRATION, THAT THE STATE AND FEDERAL COURTS IN CHARLOTTESVILLE, VA (WDVA) WILL BE THE SOLE AND EXCLUSIVE FORUM FOR ANY DISPUTE RELATED TO THE INFRINGEMENT OF AN INTELLECTUAL PROPERTY RIGHT OR

UNAUTHORIZED ACCESS TO DATA THROUGH THE SITE (INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATING TO PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRETS, AND CLAIMS RELATING TO THE ACCESS OR RETRIEVAL OF DATA THROUGH THE SITE USING AN AUTOMATED PROCESS SUCH AS SCRAPING)

NOTHING HEREIN SHALL BE CONSTRUED TO PRECLUDE ANY PARTY FROM SEEKING INJUNCTIVE RELIEF IN THE STATE OR FEDERAL COURTS LOCATED IN CHARLOTTESVILLE, VA IN ORDER TO PROTECT ITS RIGHTS PENDING AN OUTCOME IN ARBITRATION.

TO HELP RESOLVE ANY ISSUES BETWEEN US PROMPTLY AND DIRECTLY, YOU AND COMPANY AGREE TO BEGIN ANY ARBITRATION OR COURT PROCEEDINGS ALLOWED UNDER THIS SECTION WITHIN ONE YEAR AFTER A CLAIM ARISES; OTHERWISE, THE CLAIM IS WAIVED.

YOU AND COMPANY ALSO AGREE TO ARBITRATE IN EACH OF OUR INDIVIDUAL CAPACITIES ONLY, NOT AS A REPRESENTATIVE OR USER OF A CLASS, AND EACH OF US EXPRESSLY WAIVES ANY RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

The arbitration hearings will be held in Charlottesville, VA. Any disagreements regarding the forum for arbitration will be settled by the arbitrator.

When the 30-day period described above has elapsed, you may initiate the arbitration through the process described in the AAA's Consumer Rules. If you initiate the arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Rules.

IT IS IMPORTANT THAT YOU UNDERSTAND THAT BY ENTERING INTO THIS AGREEMENT, BOTH YOU AND COMPANY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AGAINST THE OTHER PARTY FOR SERVICE CLAIMS THAT ARE COVERED BY THIS "ARBITRATION AND DISPUTE RESOLUTION" SECTION. THE ARBITRATOR'S DECISION WILL BE CONCLUSIVE AND BINDING AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION.

Please seek the advice and counsel of an attorney if you have any questions about these or other Terms.

Equitable Relief

You agree that any breach or threatened breach of these Terms and Conditions or any unauthorized or unlawful use of the User Services would result in irreparable injury to Company for which monetary damages would be inadequate. In such event, Company shall have the right, in addition to other remedies available to it at law and in equity, to immediate injunctive relief without the need to post a bond. Nothing contained in these Terms and Conditions shall be construed to limit any legal or equitable remedies available to Company.

Entire Agreement

These Terms and Conditions, incorporating the Privacy Policy and any other applicable purchase terms price schedules, shall constitute the entire and only agreement between you and Company with respect to your use of the Site. These Terms and Conditions and your agreement to be bound by them supersedes all prior or contemporaneous agreements, representations, warranties, and understandings with respect to your use of the Site and the Content contained therein.

To the extent that any information or material that appears on or is posted to the Site, or otherwise is made available by Company, contains any representation, term, or condition that is in conflict or inconsistent with these Terms and Conditions, these Terms and Conditions shall take precedence unless the new representation, term, or condition is contained in a signed writing by a duly appointed officer of Company.

Force Majeure

Other than for payment obligations, neither party will be liable for, or be considered to be in breach of, these Terms and Conditions on account of either party's delay or failure to perform as required under these Terms and Conditions as a result of any causes or conditions that (a) are beyond the party's reasonable control (including, but not limited to, acts of God, including storms and other natural occurrences; fires; explosions; telecommunications, Internet, or other network failures; results of vandalism or computer hacking; national emergencies, insurrections, acts of terrorism, riots, wars, strikes, or other labor difficulties; and (b) the party is unable to overcome through the exercise of commercially reasonable diligence (a "Force Majeure Event"). If any such Force Majeure Event occurs, the affected party will give the other party notice and will use commercially reasonable efforts to minimize the impact of any such event.

Severability

If any provision of these Terms and Conditions is held invalid or unenforceable by any applicable court decision, that provision shall be changed and interpreted so as to best

accomplish the objectives of the invalid or unenforceable provision within the limits of applicable law or the applicable court decision, and the remaining provisions of these Terms and Conditions shall remain in full force and effect.

Waiver

Company's failure to enforce a breach of or insist upon strict adherence to any provision of these Terms and Conditions shall not operate as or be construed to be a waiver of Company's right to enforce breaches of or insist upon strict adherence to such provision or any other provision of these Terms and Conditions. Any waiver of a provision of these Terms and Conditions must be contained in a signed writing by a duly appointed officer of Company.

Misconduct

Company reserves the right to restrict, suspend, or terminate your Account or access to the Site if we determine, in our sole and absolute discretion, that you have violated these Terms and Conditions.

Transferability

These Terms and Conditions will be binding on, inure to the benefit of and be enforceable by Company's successors and assigns. You are not permitted to transfer, assign, or delegate any rights or obligations pursuant to these Terms and Conditions unless contained in a signed writing by a duly appointed officer of Company, and Company reserves the right to immediately terminate your use of the Site and User Services if you attempt to do so. Home Data will transfer with the sale of a house and will be available to the home buyer who registers for a User Account. Other data, including Personal Data and information about payments or purchases, will not be transferred to the home buyer.

Your Relationship with Company

Nothing in these Terms and Conditions creates any partnership, joint venture, agency, franchise, sales representative, or employment relationship between Company and you or any other party. You have no authority to make or accept any offers or representations on behalf of Company.

Notices

Company may provide legal and other notices to you, in Company's sole discretion, by (a) posting such notices or links to such notices on the Site, or (b) sending a notice by email, postal mail, overnight courier, or facsimile to any contact address or number that you have provided to

Company. If you wish to provide notice to Company, you shall send such notice, postage prepaid by U.S. registered or certified mail or by international or domestic overnight courier, to: 401 E. Water St. Ste 2 Charlottesville, VA 22902. Notices you send by email or facsimile, with or without electronic confirmation, will not be deemed to be valid unless actual receipt is confirmed in a signed writing by a duly appointed officer of Company.

How to Contact Company

Company's "Contact Us" page contains information that allows you to contact us directly with any questions or comments that you may have. Company endeavors to review and reply promptly to each comment sent to Company. If you have any questions about these Terms and Conditions or the practices of Company, or if you would like to register a complaint, or notify Company of a dispute contact us at (888) 557-5543, or at help@pearlcertification.com .
