

Clear Estimates, Inc. – Terms of Use for RemodelingCosts.com

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Clear Estimates, Inc. (“**Company**,” “**we**,” or “**us**”) welcomes you (as a user of the Products). The Products (as described below) have been designed to be your go-to stop for finding service providers and/or obtaining localized residential repairs, replacements, remodeling, custom builds and other related cost estimates. Our estimates are fueled by our integrated industry leading cost data used in the field daily by thousands of real contractors. In viewing, and or using, the Products, you are deemed to have read and agreed to the following terms and conditions.

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Company. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, “**Terms of Use**”), govern your access to and use of the RemodelingCosts.com website at <https://remodelingcosts.com> (or any website under the control of Company that is linked to or from the Site), any content and functionality accessible on such Products, and services offered on or through the website (the “**Products**”).

Agreement to be Bound; Eligibility.

Please read the Terms of Use carefully before you start to use the Products. **By accessing and using the Products, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found on remodelingcosts.com, incorporated herein by reference.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Products. You must agree and accept the Terms of Use when submitting information to our Products for obtaining a cost estimate or finding a service provider to perform the work.

The Products are offered and available to users who are both at least 18 years of age and who reside in the United States or any of its territories or possessions. By using the Products, you represent and warrant that you meet the foregoing eligibility requirements. If you are not at least 18 years old or are outside of the United States, you must not access or use the Products.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Products thereafter. However, any changes to the dispute resolution provisions herein will not apply to any disputes for which the parties have actual notice on or before the date the change is posted or available on the Products.

Your continued use of the Products following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you. We will use commercially reasonable efforts to email you about updates or otherwise post a notice on the Products that the terms were updated, including by updating the “last modified” date first set forth above.

Company's Services

We merely provide 1) introductions between homeowners interested in having work done on their home and service providers to potentially perform the work, and 2) informational services, cost estimates and general reference guidelines and data points on construction, materials, labor, and pricing information through our estimating tools and the Products. We therefore do not make any representations or warranties about the accuracy, completeness or thoroughness of any information provided on the Products. All pricing information are merely suggestions based on our integrated data, some of which we license from third parties and have not taken independent steps to verify, and should not be considered in any way whatsoever as recommendations for purchase. We are not liable in any way whatsoever for any damages or issues related to your use of the Products, or any information provided to you on the Products, including but not limited to any service-related issues, financing or investment issues, issues that arise from the service providers we introduce to you, issues that arise from the quality of work performed by the service providers we introduce to you, or any purchases made based on information provided on the Products. We encourage you to comparison shop or independently vet the information, estimates, and quotes that the Products provide with local reputable contractors or experts engaged in the area in which you are seeking information. We do not make any representations or warranties regarding the quality, reliability, or reputation of any service providers introduced through our Products. **You are solely responsible for conducting your own due diligence, including background checks and research, before engaging or hiring any service provider.**

Prohibited Uses

You may use the Products only for lawful purposes that are consistent with Company's intent for use of the Products so long as such use is in accordance with these Terms of Use. You agree not to use the Products:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- In order to provide or submit false requests for information or services or information that is otherwise false or misleading.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Products, or which, as determined by us, may harm the Company or users of the Products, or expose them to liability.
- Use the Products in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Products, including their ability to engage in real time activities through the Products.

- Use any robot, spider, or other automatic device, process, or means to access the Products for any purpose, including monitoring or copying any of the material on the Products.
- Use any manual process to monitor or copy any of the material on the Products, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any process, whether manual or via an automatic device, to reverse engineer the Product or the cost estimate data provided by the Product.
- Use any device, software, or routine that interferes with the proper working of the Products.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Products, the server on which the Products are stored, or any server, computer, or database connected to the Products.
- Attack the Products via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Products.
- Publish cost estimate results delivered by the Product without our express written consent.
- Violate these Terms of Use or any other applicable agreement with the Company.

Accessing the Products and Account Security

We reserve the right to withdraw or modify the functionality of the Products, and any service or material we provide on the Products, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Products are unavailable at any time or for any period. From time to time, we may restrict user access, including registered user access, to some parts, or all of, the Products.

To access the Products or some of the resources they offer, you may be asked to provide certain registration details or other information. You agree that all information you provide to register with the Products or otherwise, including, but not limited to, through the use of any interactive features on the Products, is governed by our *Privacy Policy* which can be found on the footer of the Clear Estimates website (<https://clearestimates.com>) or by following this link: https://cdn.prod.website-files.com/6144fd968952ef8fdb1755a/61deb12578341d66cf727f46_CEPrivacyPolicy05052020.pdf, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Intellectual Property Rights

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Additionally, any of the material on the Products may be out of date at any given time, and we are under no obligation to update such material.

Termination

We may terminate your privilege to use or access the Products and their services immediately and without notice for any reason whatsoever. Upon such termination, you must immediately cease accessing or using the Products and their services and agree to not access or make use of, or attempt to use, the Products and their services. We reserve the right to take action—technical, legal or

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The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Products or your use of any information obtained from the Products.

Governing Law and Jurisdiction

All matters relating to the Products and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Products shall be instituted exclusively in the federal courts of the United States or the courts of the State of California, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Company regarding the Products and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Products.

Your Comments and Concerns

The Products are operated by Clear Estimates, Inc., located at 420 N. 4th Ave Ann Arbor, MI 48104.

All other feedback, comments, requests for technical support, and other communications relating to the Products should be directed to: support@clearestimates.com.