

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of <http://www.propinspector.io/> (the "Site"). This Site is owned and operated by Joash Johnson. This Site is a online services.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Joash Johnson and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Violate the intellectual property rights of the Site owners or any third party to the Site;
- Hack into the account of another user of the Site;
- Act in any way that could be considered fraudulent;
- Post any material that may be deemed inappropriate or offensive;
- Modifying our plugin in anyway; or
- Sending direct links to our APIs.

If we believe you are using our Site illegally or in a manner that violates these Terms and

Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Services

These Terms and Conditions govern the sale of services available on our Site.

We are under a legal duty to supply goods that match the description of the good(s) you order on our Site.

The following services are available on our Site:

- Digital Property Analysis.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the services that are displayed on our Site at the time you access it. All information, descriptions, or images that we provide about our services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all services we provide. You agree to purchase services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

Subscriptions

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: 30 day cancellation.

Free Trial

We offer the following free trial of our services: A 7 day free trial begins when users register for a new account. The free trial includes 30 credits that can be used to evaluate properties using our plugin.

At the end of your free trial, the following will occur: You will automatically be billed our monthly subscription rate. If you do not want to be billed, you will need to cancel your subscription before your free trial ends.

To cancel your free trial, please follow these steps: Manage my account on the PropInspector website or plugin.

Payments

We accept the following payment methods on our Site:

- Credit Card; and
- Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Right to Cancel and Receive Reimbursement

If you are a customer living in the United Kingdom or the European Union you have the right to

cancel your contract to purchase services from us within 14 days without giving notice. The cancellation period:

- Will end 14 days from the date of purchase when you purchased a service.

To exercise your right to cancel you must inform us of your decision to cancel within the cancellation period. To cancel, contact us by email at hello@fixxerupper.io or by post at 27 Benbow Gardens, Southampton, SO402SX. You may use a copy of the *Cancellation Form*, found at the end of these Terms and Conditions, but you are not required to do so.

The right to cancel does not apply to:

- Goods or services, other than the supply of water, gas, electricity, or district heating, where the price depends upon fluctuations in the financial market that we cannot control and that may occur during the cancellation period;
- Services that the customer has requested for the purpose of carrying out urgent repairs or maintenance;
- Newspapers, magazines, or periodicals, except for subscriptions to such publications; and
- Accommodation, transport of goods, vehicle rental services, catering, or services related to leisure activities, if the contract includes a specific date or period of performance.

Effects of Cancellation

If you requested the performance of services begin during the cancellation period, you are required to pay us an amount which is in proportion to what has been performed until you have communicated to us your decision to cancel this contract. We will reimburse to you any amount you have paid above this proportionate payment.

We will make the reimbursement using the same form of payment as you used for the initial purchase unless you have expressly agreed otherwise. You will not incur any fees because of the reimbursement.

This right to cancel and to reimbursement is not affected by any return or refund policy we may have.

Consumer Protection Law

Where the *Sale of Goods Act 1979*, the *Consumer Rights Act 2015*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Links to Other Websites

Our Site contains links to third party websites or services that we do not own or control. We are not responsible for the content, policies, or practices of any third party website or service linked to on our Site. It is your responsibility to read the terms and conditions and privacy policies of these third party websites before using these sites.

Limitation of Liability

Joash Johnson and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Joash Johnson and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the Country of England.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Joash Johnson are unable to resolve any dispute through informal discussion, then you and Joash Johnson agree to submit the issue before a mediator. The decision of the mediator will not be binding. Any mediator must be a neutral party acceptable to both you and Joash Johnson. The costs of any mediation will be shared equally between you and Joash Johnson.

Notwithstanding any other provision in these Terms and Conditions, you and Joash Johnson agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Additional Terms

- We offer automated services for evaluating properties. The service provided is for informational purposes only and should not be treated as investment or property advice.;
- We strongly recommend getting an RCIS Property surveyor to conduct all property surveys before purchase.; and
- FixxerUpper will not be held liable for any actions that have resulted from the use of our plugin..

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

07507 703759

hello@fixxerupper.io

27 Benbow Gardens, Southampton, SO402SX

You can also contact us through the feedback form available on our Site.

Effective Date: 31st day of October, 2022

Cancellation Form

If you want to cancel your contract of sale with us you may use this form and email or post it back to us at the address below.

To: <http://www.propinspector.io/>

Address: 27 Benbow Gardens, Southampton, SO402SX

Email: hello@fixxerupper.io

I hereby give notice that I cancel my contract of sale of the following goods or services:

Ordered on: _____

Received on: _____

Customer name: _____

Customer address:

Signature (only required if you are returning a hardcopy of this form):

Date: _____