

Renova Home LLC Terms of Use

Updated: September 10, 2019

PLEASE READ THESE TERMS OF USE (“Terms”, “Terms of Use”) CAREFULLY. This Terms of Use contains important information regarding your use of the Renova Home LLC website (the “Website”) and limitations of its liability. By using this Website, you agree to accept all the Terms of Use. If you disagree with any of these terms, do not use this Website.

Intended Use within The United States: Website use is intended from within the United States. Any personal information collected on this Website will be stored and processed in servers located only in the United States. If you reside outside the United States, you consent to the transfer of personal information outside your country of residence to the United States.

Privacy. Please also review the Renova Home LLC Privacy Policy which also governs your visit.

1. Use. Subject to these Terms of Use and the Renova Home LLC Privacy Policy, you may use this site, but only for your own internal purposes. Access (or attempts to access) this site through any automated means, including scripts or web crawlers, is strictly prohibited.

2. Modification. Renova Home LLC (“RENOVA HOME”) reserves the right to modify these Terms of Use at any time, without prior notice, by posting an amended Terms of Use accessible through the Terms of Use link on this Website’s home page. Continued use of this website following a modification notice or new terms of use constitutes binding acceptance of the terms of the modification or new terms of use.

3. Intellectual Property and Restrictions. RENOVA HOME owns all the intellectual property rights and materials provided on this Website, all of which is protected by law including, but not limited to, United States copyright, trademark law and international treaties. You may not use any logo, trademark, or tradename that may be displayed on this Website or other proprietary image without prior written consent. You are granted a limited license only for purposes of viewing the material contained on this Website. You are not authorized to (i) publish, modify or make derivative works based off of RENOVA HOME content; (ii) sell, sublicense and/or otherwise commercialize RENOVA HOME services or content; or (iii) use this Website or its content in any way damaging to RENOVA HOME or its interests. All rights not expressly granted in this Agreement are reserved by RENOVA HOME.

4. Links to the Website. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to this site, provided that the link does not portray RENOVA HOME in a false, misleading, derogatory, or offensive matter.

5. Third Party Website Links. If, in the case where third-party websites link to this Website, RENOVA HOME is not responsible for their content, and do not represent that their content is accurate or appropriate.

6. No Warranties. RENOVA HOME expresses no representations or warranties of any kind about its Website content or services provided for any purpose. All content and services are provided “as is” and RENOVA HOME disclaims all warranties and conditions that this Website, its servers or any email are free of viruses or other harmful components. All warranties and conditions regarding information, software, products and services, including all implied warranties and conditions of merchantability, fitness for a particular response, completeness, timeliness, correctness, title and non-infringement are disclaimed. If implied warranties may not be disclaimed under applicable law, then any implied warranties are limited in duration to the period required by applicable law. RENOVA HOME assumes no liability for errors or inaccuracies in the Website’s content and reserves the right to make corrections. Nothing contained on this Website shall be interpreted as advice. The inclusion, reference or links to any products or services on this Website does not constitute any endorsement or recommendation of such products or services.

7. Limitation of Liability. In no event shall RENOVA HOME, nor any of its officers, directors and employees, be held liable to anyone for any direct, indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of, or in any way connected your use of this Website, its content, products, services, and/or content or for any interruption, inaccuracy, error or omission, regardless of cause, even if RENOVA HOME had been previously advised of the possibility of such damages.

8. Force Majeure. RENOVA HOME shall not be liable for damages arising out of causes beyond reasonable control and without fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures.

9. Indemnification. To the fullest extent, you shall indemnify RENOVA HOME from and against all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your breach of any of these Terms of Use.

10. DMCA Notice. Under the Digital Millennium Copyright Act, 17 U.S.C. Section 512 (“DMCA”) this Website maintains specific contact information, including an e-mail address, for notifications of claimed infringement regarding its content. All notices should be addressed to:

Subject Line: Notice of Claimed Infringement

Email: admin@renovamanage.com.

Contact us with your notice of alleged infringement for an investigation. In your notice, please include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or e-mail address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of

perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner's behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint. If posted material is believed in good faith to violate applicable law, it will be removed.

11. Assignment. RENOVA HOME may assign, transfer, and subcontract its rights and obligations under these Terms of Use without any notification to you. You are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

12. Arbitration. Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to and finally resolved by arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Santa Clara County, California, USA. The arbitrator shall apply the laws of the State of California to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The findings of the arbitrator shall be final and binding on the parties and may be entered in any court of competent jurisdiction for enforcement. Should an action be filed in contradiction to this provision, RENOVA HOME may recover attorney's fees and costs.

13. Governing Law; Jurisdiction. These Terms of Use are governed by, and interpreted in accordance with, the laws of the State of California and you submit to the non-exclusive jurisdiction of the state and federal courts located in California for the resolution of any disputes.

14. Severability. If any provision of these Terms of Use is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of these terms which shall continue in full force and effect, construed and enforced as if such provision had not been included or had been modified as provided above, as the case may be.

15. Entire Agreement. These Terms of Use constitute the entire agreement between RENOVA HOME and you in relation to your use of this Website and supersede all prior agreements.