

AjO Terms of Service

Who are we?

AjO provides a data multi-platform web application or tool, and website that equips contractors, homeowners, and others to describe a scope of work associated with energy upgrades on both existing and new home buildings, providing a way for users to enter data and to offer a variety of report types as standard products (the “**Services**”).

YOU ACKNOWLEDGE THAT AjO DOES NOT ENGAGE IN PROVIDING CONSTRUCTION SERVICES, HOME PERFORMANCE AND IMPROVEMENT SERVICES OR ANY OTHER KIND OF BUILDING SERVICES TO USERS.

Introduction

These terms of service govern your use of AjO data web tool, AjO (the “Tool”) and website, <http://AjOhp.org/> (the “**Website**”); by using the Tool or Website, you accept these terms of service (the “**Terms of Service**”) in full and without reservation. If you disagree with the Terms of Service in all or in part, you must not use the Tool or Website.

Eligible users

You must be at least 18 (eighteen) years of age to use the Tool or Website. By using the Tool or Website and by agreeing to the Terms of Service, you warrant and represent that you are at least 18 years of age.

You are only eligible to use our App or Website if you are located within the United States and Canada.

Service availability

AjO will make best efforts to:

- provide access to the Tool and Website seven days a week, twenty-four hours a day;
- collect and store safely the data provided by its users;
- generate reports with the data and information provided by its users.

AJO MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE REGARDING THE ACCURACY, VERACITY, TRUTHFULLNESS, OR AVAILABILITY OF THE TOOL, WEBSITE,

CONTENT OF PROJECT WORK SCOPE RECORDS OR REPORTS OR SERVICES, OR THAT THE TOOL AND WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE.

AjO HAS NO CONTROL OVER THE SERVICES PROVIDED BY THIRD PARTIES, INCLUDING CONTRACTORS, OTHER HOME PERFORMANCE SERVICE PROVIDERS OR CONSTRUCTION PROFESSIONALS, AND CANNOT ENSURE THE COMPLETION OF ANY ARRANGED SERVICE.

License to use Tool and Website

Unless otherwise stated, AjO and/or its licensors are the owner of any materials published or used on the Tool and Website from time to time (the “**Materials**”). Materials may include logos, graphics, videos, images, software and other contents.

The Tool and Website are owned and operated by AjO.

Subject to any restrictions stated in the Terms of Service, and your compliance with the Terms of Service, AjO hereby grants you a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and to use the Tool and Website solely for your personal use.

You must not:

- reproduce, duplicate, copy or otherwise exploit for a commercial purpose any Material with exception to AjO produced One Page Report home project reports;
- republish by neither print nor digital media or documents (including republication on another website or mobile app) any Material with exception to AjO produced One Page Report home project reports;
- sell, rent or sub-license any Material including AjO’s reports;
- edit or otherwise modify any Material including AjO’s reports;
- redistribute any Material excluding AjO’s reports – which can only be redistributed in their original presentation and without removing AjO’s name or logo; or
- republish or reproduce any part of the Tool or Website through the use of iframes or screenscrapers.

Where content is specifically made available for redistribution, it may only be redistributed for non-commercial purposes.

Web application

AjO hereby grants to you a non-exclusive, non-transferable, revocable license to use the Tool for one registered account solely by you, for your personal use. You may not:

- (i) modify, disassemble, decompile or reverse engineer the Tool, except to the extent that such restriction is expressly prohibited by law;
- (ii) rent, lease, loan, resell, sublicense, distribute or otherwise transfer the Tool to any third-party or use the Tool to provide time sharing or similar services for any third-party;
- (iii) make any copies of the Tool;
- (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the Tool, features that prevent or restrict use or copying of any content accessible through the Tool, or features that enforce limitations on use of the Tool; or
- (v) delete the copyright and other proprietary rights notices on the Tool.

The foregoing license grant is not a sale of the Tool or any copy thereof, and AjO and its licensors retain all right, title, and interest in and to the Tool (and any copy of the Tool). Standard carrier data charges may apply to your use of the Tool.

Acceptable use

You must not use the Tool or Website in any way that causes, or may cause, damage to or impairment of the availability of accessibility of the Tool or Website or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use the Tool or Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities on or in relation to the Tool or Website without AjO's express written consent. This includes:

- scraping
- data mining
- data extraction
- data harvesting
- 'framing' (iframes)
- article 'Spinning'

You must not use this Website or the Tool or any part of it to transmit or send unsolicited commercial communications.

You must not use this Website or mobile App for any purposes related to marketing without the express written consent of AjO.

You must not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access the any aspect of our website or equipment for any purpose.

Restricted access

Access to certain areas of the Tool or Website is restricted. AjO reserves the right to restrict access to certain areas of the Tool or Website, or at its discretion, this entire Tool or Website. AjO may change or modify this policy without notice.

If AjO provides you with a user ID and password to enable you to access restricted areas of the Tool or Website or other content or services, you must ensure that the user ID and password are kept confidential. You alone are responsible for your password and user ID security and for all activities that occur using your password and user ID.

AjO may disable your user ID and password at its sole discretion without notice or explanation.

AjO's services

AjO collects and provides information gathered from its users, partners, and other third parties.

AjO maintains a database with the information collected from these sources who are not employees nor agents of AjO. **AjO is not responsible for the accuracy of such information and takes no part in the way it is obtained. AjO does not take part in any construction or residential energy upgrade projects, nor it is responsible for any work performed by contractors or the results of such work.** Neither AjO nor any of our licensors or suppliers shall be liable for any professional advice obtained from a construction professional in-person, via telephone, videoconference or chat, nor for any information obtained on our Tool or Website. We do not recommend or endorse any specific energy upgrade project, method, technique or service providers, products or procedures. You acknowledge that your reliance on any information provided by our users or third parties to you or by AjO is solely at your own risk and you assume full responsibility for all risk associated therewith, as allowable by the extent of the law.

No Liability

Contractors are responsible for complying with regulatory and local requirements for construction, negligence and liability insurance. All interactions (phone calls, on-line chat, in-person visit or others) with contractors are between you and the construction professionals.

BY USING THE SERVICES, YOU UNDERSTAND THAT THE CONSTRUCTION PROFESSIONALS AND ALL OTHERS WHO PROVIDE INFORMATION UTILIZED BY THE AJO WEBSITE AND TOOL ARE NOT THE EMPLOYEES NOR THE AGENTS OF AJO AND YOU AGREE THAT AJO WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGES OR LOSSES THE CONSTRUCTION PROFESSIONALS AND ALL OTHERS MAY RENDER OR FOR ANY DAMAGES OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH ANY SERVICE AND/OR ADVICE PROVIDED BY THE CONSTRUCTION PROFESSIONALS OR ALL OTHERS.

No Warranties

AJO DOES NOT PROMISE OR GUARANTEE THAT THE INFORMATION PROVIDED IN THE TOOL OR WEBSITE IS CORRECT, CURRENT, OR COMPLETE, AND FURTHERMORE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. AJO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE TOOL OR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE TOOL AND WEBSITE MADE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU (AND NOT AJO) ASSUME THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR, OR CORRECTION. AJO ASSUMES NO RESPONSIBILITY (AND EXPRESSLY DISCLAIMS RESPONSIBILITY) FOR UPDATING THIS SITE TO KEEP INFORMATION CURRENT OR TO ENSURE THE ACCURACY OR COMPLETENESS OF ANY POSTED INFORMATION.

Limitations of Liability

You agree to indemnify, defend, and hold harmless AJO, its officers, directors, employees, managers, shareholders, agents, representatives, and licensors from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of the Terms of Service, and/or resulting from actions or omissions related to your interaction with the construction professionals.

YOU EXPRESSLY AGREE THAT USE OF THE TOOL AND WEBSITE IS AT YOUR SOLE RISK. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. AJO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, CONDITION, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA AND SYSTEM INTEGRATION. AJO MAKES NO WARRANTY THAT THE TOOL, WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT THE TOOL, WEBSITE OR

SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES AJO MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE TOOL OR WEBSITE, OR THAT DEFECTS IN THE TOOL OR WEBSITE WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE TOOL OR WEBSITE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AJO OR THROUGH THE TOOL OR WEBSITE WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

YOU UNDERSTAND THAT TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL AJO OR ITS OFFICERS, EMPLOYEES, DIRECTORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF REVENUES, PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SUCH PARTIES WERE ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY), ARISING OUT OF OR RELATED TO YOUR USE OF THE TOOL OR WEBSITE, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, STATUTE OR OTHERWISE. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE TOOL OR WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE TOOL OR WEBSITE. THE AGGREGATE LIABILITY OF AJO TO YOU FOR ALL CLAIMS ARISING FROM OR RELATED TO THE TOOL OR WEBSITE IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU FOR USE OF THE SERVICES.

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations and disclaimers may not apply to you. To the extent that we may not, as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration of such warranty and the extent of our liability will be the minimum permitted under such applicable law.

Reasonableness

By using the Tool or Website, you agree that the exclusions and limitations of liability set out in the Terms of Service are reasonable.

If you do not think they are reasonable, you must not use the Tool or Website.

Severability

If any provision of the Terms of Service is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Breaches of the Terms of Service

Without prejudice to AjO's other rights under the Terms of Service, if you breach the Terms of Service in any way, AjO may take such action as AjO deems appropriate to deal with the breach, including suspending your access to the Tool or Website, prohibiting you from accessing the Tool or Website, blocking computers using your IP address from accessing the Tool or Website, contacting your internet service provider to request that they block your access to the Tool or Website and/or bringing court proceedings against you.

Changes to Terms of Service

AjO may revise the Terms of Service from time-to-time. Revised Terms of Service will apply to the use of the Tool and Website from the date of the publication of the revised Terms of Service on the Tool or Website. Please check this page regularly to ensure you are familiar with the current version. By continuing to use the Tool or the Website after a modification to the Terms of Service, you agree to the modification.

Entire agreement

The Terms of Service, together with AjO's Privacy Policy <https://ajohp.org/privacy-policy> constitute the entire agreement between you and AjO in relation to your use of the Tool and Website, and supersede all previous agreements in respect of your use of the Tool or Website.

Law and jurisdiction

The Terms of Service will be governed by and construed in accordance with the laws of CALIFORNIA, USA, without giving effect to the state's conflicts of laws principles. Any disputes

relating to the Terms of Service will be subject to the exclusive jurisdiction of the courts of CALIFORNIA, USA.

California Consumer Notice

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: The Tool and Website are provided by AjO, PO Box 2183, Nevada City, CA, 95959. If you have a question or complaint regarding the Tool or Website, please contact Customer Service at Admin@AjOhp.org. You may also contact us by writing at AjO, PO Box 2183, Nevada City, CA, 95959. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by post at 1625 North Market Blvd., Sacramento, CA 95834 or by telephone at (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297.

Contact Us

If you have any questions about the Terms of Service or otherwise need to contact AjO for any reason, you can reach us at Support Team at Admin@AjOhp.org