

BUILD YOUR HEALTHY HOME WEBSITE TERMS OF USE AND DISCLAIMER

Valid as of September 1, 2024

INTRODUCTION

Please read the following Terms of Use carefully. In these Terms of Use, use of "we", "our" and "us" means "Practical Healthy Homes LLC, DBA Build Your Healthy Home" a limited liability company incorporated in California, while use of "you" and "your" means a user of the website at [<https://www.buildyourhealthyhome.com>], and its subdomains (the "Website").

These Terms of Use set out the terms and conditions on which we agree to make available, and you agree to access and use the Website.

ACCEPTANCE OF THE TERMS OF USE

By using or accessing any section of the Website, you agree that you are at least eighteen (18) years of age and able to be legally bound to these Terms of Use. Additionally, you agree to be legally bound by these Terms of Use and you agree to the processing of your personal data in accordance with our Privacy Policy, above. If you do not agree with these Terms of Use or Our Privacy Policy, do not use the Website. By accessing this School, you are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. The materials contained in this School are protected by applicable copyright and trademark law.

AMENDMENTS TO THE TERMS OF USE

We may amend these Terms of Use from time to time. If we do, we will publish the changes on the Website. It is your responsibility to check the Website periodically for changes to these Terms of Use. The date at the top of this webpage indicates when these Terms of Use were last updated. Amendments to these Terms of Use will take effect the date that we publish the amendments on the Website, and from then on will govern the relationship between you and us in your use of the Website. If you do not agree with the amended Terms of Use, you must not continue to use the Website after the date on which the amendments take effect.

SITE COLLECTION OF INFORMATION

We will collect some information from you, which may qualify as Personally Identifiable Information ("PII"), for marketing and regular communication purposes including, but not limited to emails and newsletters, and for extension of offers related to services. Your information will not be sold or otherwise shared with any individuals or entities by us. Any and all services are subject to separate Terms and Conditions. You agree to provide accurate and complete information and only your own personal information, not that of a minor or any other individual.

YOUR OBLIGATIONS AND AGREEMENT

You agree not to be a Jerk. For purposes of these Terms of Use, “Jerk” is defined as a person or entity who acquires the content, resources, or other information provided on the Website (collectively referred to as “the information”) and represents it as original information, whether to a public or private audience, without express consent from us. Such consent will not be unreasonably withheld, but we reserve the right, at all times, to require citation of the Website and link to the Website as the primary source. Do not take the information you access on this site and sell it or monetize it in any way. When you purchase a product or guide, you purchase a one-time limited use only license. If you want to share this information with people, you agree to direct them to the site for purchase.

You agree not to use or access the Website for any fraudulent or unlawful purpose; impersonate any person or entity; interfere with or disrupt the operation of the Website or access to it; transmit or otherwise make available in connection with the Website or access to it any virus, worm, Trojan horse, time bomb, spyware, or other harmful computer code, file, or program; restrict or inhibit the ability of any other person to access or use the Website; modify, adapt or translate any portion of the Website; remove, obscure or modify any copyright, trade mark, or other proprietary rights notice from the Website.

Failure to comply with these Terms of Use may result in removal from and banning from the site at our sole discretion.

The information provided on the Website is for educational purposes only and is not a substitute for advice from a licensed professional aware of the exact specifications of your home or project. You are advised, at all times, to consult an appropriate licensed professional(s) before undertaking any project related to your home.

INTELLECTUAL PROPERTY RIGHTS

We respect the intellectual property rights of others, and we ask you to do the same.

The intellectual property rights on the Website and copyright in all material stored, displayed and accessible on the Website are either owned by us or duly licensed by third parties. Do not use any information from the Website in any form, neither in whole nor in part, without express written consent from us. All such rights are reserved, and legal action will be taken for infringement of any copyrighted material.

Your license to this content includes three logins: one for yourself and your project partner, one for your architect, and one for your contractor. If you would like to share the content beyond your build team, please share the link to the class so that others can buy their own license. We ask that you respect the time and money that went into researching this class by making sure that people pay fairly for their access to it.

In accordance with the Digital Millennium Copyright Act, if you believe that content on buildyourhealthyhome.com infringes on your own copyright claims, send an email to info@buildyourhealthyhome.com so we can work it out.

AFFILIATE AND THIRD-PARTY LINKS, RECOMMENDATIONS OF THIRD-PARTIES

From time to time, the Website may include links to third party websites or affiliate links. These links are provided for your convenience only and do not necessarily signify that we endorse such third-party websites. We do review third party websites prior to linking, but you understand and agree that we are not responsible for such websites, including the terms on which such websites are made available and the privacy policies of such websites, and do not control their content or availability; we make no representation, warranty or condition, either express or implied, in relation to any goods or services or information received from such websites. If you access any such websites and or make purchases from those sites, you do so entirely at your own risk.

Where affiliate links are provided, you understand that we may receive a small payment for purchasing through that site. You are always free to purchase through unaffiliated links, without condition.

Where links are provided, you understand that we do not guarantee results for your particular situation and occupants of your home—what works for us or our clients, may not work for you.

From time-to-time, we may provide you with recommendations or referrals. We will never accept referral fees or any monetary or other incentives in exchange for our referrals. At all times, you are responsible for vetting any third-party you deem fit for hire. We cannot and do not guarantee results and we are in no way responsible for the outcome of the use for such third-party(ies).

REVISIONS AND ERRATA

The materials appearing on buildyourhealthyhome.com may include technical, typographical, or photographic errors. We do not warrant that any of the materials on its web site are accurate, complete, or current. We may make changes to the materials contained on its web site at any time without notice. We do not, however, make any commitment to update the materials.

INDEMNIFICATION

You agree to indemnify and hold us harmless from and against any and all claims, actions or demands, liabilities and settlements, including third-party claims and causes of action, including, without limitation, attorneys' fees, resulting from your violation of these Terms of Use, or any use by you of the Website. You understand, agree, and accept as a material term of use, the sole financial burden in connection with any such defense. You agree not to settle any third-party claim or waive any defense which could impact us without our prior written consent.

LIMITATION OF LIABILITY

THE AUTHOR AND PUBLISHER ASSUME NO LIABILITY FOR CONSTRUCTION OUTCOMES RESULTING FROM THE USE OF THE INFORMATION IN THIS CLASS. ALWAYS CONSULT PROFESSIONALS AS NEEDED.

PRACTICAL HEALTHY HOMES LLC DBA BUILD YOUR HEALTHY HOME NOR ITS OWNERS WILL BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES ARISING OUT OF YOUR USE OF THE SITE OR SERVICES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE. ADDITIONALLY, WE ARE NOT LIABLE FOR DAMAGES IN CONNECTION WITH (I) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, DENIAL OF SERVICE, ATTACK, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; (II) LOSS OF REVENUE, ANTICIPATED PROFITS, BUSINESS, SAVINGS, GOODWILL OR DATA; AND (III) THIRD-PARTY THEFT OF, DESTRUCTION OF, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR INFORMATION OR PROPERTY, REGARDLESS OF OUR NEGLIGENCE, GROSS NEGLIGENCE, FAILURE OF AN ESSENTIAL PURPOSE AND WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THE FOREGOING APPLIES EVEN IF WE WERE ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES.

IN STATES THAT DO NOT RECOGNIZE THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. IN NO EVENT SHALL OUR CUMULATIVE LIABILITY TO YOU EXCEED \$100.

We do our best to create and distribute, via the Website, accurate and complete information. Even though we do our best, neither Practical Healthy Homes LLC DBA Build Your Healthy Home nor its owners accept any liability or responsibility as it relates to errors or omissions on this Website or any damages you may incur because of using the information provided on this Website. You are responsible for doing your own research and hiring competent professionals to guide you through the specific risk analysis as they relate to your project.

AS-IS, NO WARRANTY

Except as expressly provided in these Terms of Use, the Website is made available to you on an "as is" basis. We disclaim and do not accept any liability to you in respect of the Website, your use of it or otherwise. It is your responsibility to ensure that the Website and its contents are suitable for your intended purposes. We accept no liability as to the suitability or fitness of the Website in meeting your needs and we exclude to the fullest extent permissible by law all express or implied warranties, representations, conditions or terms. We give no warranty that access to the Website will be uninterrupted or error-free; that the Website and/or the computer server from which the Website are made available, are free of viruses or other harmful components; or as to the accuracy, content, timeliness, completeness, reliability, quality or suitability of any content contained in or delivered via the Website or otherwise made available in connection with the Website.

You also acknowledge and agree that the operation of the Website is dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and that we do not guarantee and will not be liable for these in any way.

Subject to the foregoing, and without limitation to the above, we will not be liable to you for any special, indirect or consequential losses or damages, or any loss of data, profits, revenues, business, or goodwill.

GOVERNING LAW

These Terms of Use shall be governed by the laws of the State of California, without giving effect to its conflicts-of-laws principles. The Parties agree that any and all disputes and disagreements arising in connection with the Terms of Use, including questions as to the interpretation of the terms (collectively, "Disputes") shall be resolved through good faith direct discussions between the Parties; provided, however, if the Parties cannot, in good faith, resolve Disputes the Parties hereby agree to mediation. Mediation shall be conducted in Amador County, California. Any Dispute not resolved through mediation must be submitted to binding arbitration in Amador County, California. The Parties knowingly, intentionally, voluntarily, and irrevocably waive their respective rights to a jury trial with respect to all Disputes.

OTHER IMPORTANT THINGS

If any provision of these Terms of Use is or becomes invalid, illegal, or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.

These Terms of Use bind the Parties and are for the benefit of the Parties, their successors and assigns.

These Terms of Use are not assignable; any transfer, assignment or delegation by you is invalid.

These Terms of Use constitute the entire agreement between the Parties with respect to its relationship and supersede all prior or written agreements, understandings and representations to the extent that they relate in any way to the use of this Website. The Parties understand and agree that any provision of service is subject to separate Terms and Conditions.

No waiver of any of the provisions shall bind either party unless set forth in a writing specifying such waiver, consent or amendment signed by both parties.

Parties agree that they are equally sophisticated and capable of understanding the terms described herein. If and to the extent Parties do not understand the terms agreed to herein, Party shall seek advice of competent legal counsel.

Use of any portion of the Website constitutes agreement, without modification, and acknowledgement of your review and understanding of these Terms of Use.

NOTICE TO CALIFORNIA USERS

These terms of use wouldn't be complete without a specific clause for California, so, under California Civil Code Section 1789.3, California website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer

Services of the California Department of Consumer Affairs may be contacted in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at (916) 445-1254 or (800) 952-5210.