#### **Terms and Conditions**

Welcome to AppealSnap! By using our website and services, you agree to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern AppealSnap's relationship with you in relation to this website and our services. If you disagree with any part of these terms and conditions, please do not use our website.

### 1. Definitions

- **Service**: The software service provided by Appeal**Snap** for generating property value appeal evidence as well as other property tax services.
- User: Any individual or entity that uses the Service.
- **Content**: All information, data, text, software, music, sound, photographs, graphics, video, messages, or other materials made available through the Service.
- AppealSnap: The company providing the Service, referred to as "we," "us," or "our."

### 2. Use of the Service

By accessing or using the Service, you agree to:

- Use the Service only for lawful purposes and in accordance with these Terms.
- Provide accurate, current, and complete information about yourself as prompted by the Service registration form.
- Maintain the security of your password and identification.
- Be responsible for all activities that occur under your account.
- Acknowledge and agree to these terms and conditions by using the Service or being on the website.

## 3. Privacy

Your use of the Service is also subject to our Privacy Policy. By using the Service, you consent to the collection and use of your information as outlined in the Privacy Policy.

#### 4. User Data

- The Service collects and uses your email address and name to deliver property value appeal evidence to you.
- We will not sell, distribute, or lease your personal information to third parties unless we have your permission or are required by law to do so.

# 5. Intellectual Property

- The Service and its original content, features, and functionality are and will remain the exclusive property of AppealSnap and its licensors.
- The Service, logo, and business name of AppealSnap is protected by copyright, trademark, and other laws of both the United States and foreign countries.

• Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of AppealSnap.

#### 6. Notice of Harm and Waiver of Claims

- In the event that you experience any harm following your use of the Service, you must provide written notice to AppealSnap no later than 30 days after the discovery of the event causing such harm.
- Failure to provide such notice within this 30-day period will result in a waiver of any claims you may have against AppealSnap related to the event of harm.

#### 7. Termination

We may terminate or suspend your access to the Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

## 8. Limitation of Liability

In no event shall Appeal Snap, nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential, or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from:

- Your use of or inability to use the Service;
- Any unauthorized access to or use of our servers and/or any personal information stored therein;
- Any interruption or cessation of transmission to or from the Service;
- Any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Service by any third party;
- Any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Service;
- User content or the defamatory, offensive, or illegal conduct of any third party.

## 9. Third-Party Services

- The Service may include links to third-party websites or services that are not owned or controlled by AppealSnap.
- AppealSnap has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services.
- You further acknowledge and agree that AppealSnap shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods, or services available on or through any such websites or services.
- We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

## 10. Data Security

While AppealSnap will take reasonable measures to protect your information from unauthorized access or disclosure, you agree to absolve AppealSnap of any liability following any such unauthorized access or disclosure.

### 11. Disclaimers and No Guarantees

- AppealSnap makes no warranties or guarantees concerning the results that may be obtained from the use of the Service.
- Specifically, results from property value appeals cannot be guaranteed.
- The Service is provided on an "as is" and "as available" basis. Use of the Service is at your own risk.
- User acknowledges that even though AppealSnap is providing user with expert appeal evidence and property tax services, AppealSnap is not contracting to represent user in any appeal or claim as a property tax consultant or legal counsel.

## 12. Governing Law

These Terms shall be governed and construed in accordance with the laws of the State of Texas, United States, without regard to its conflict of law provisions.

### 13. Jurisdiction

Any legal claim arising from or related to the use of the AppealSnap service shall be governed by and construed in accordance with the laws of the State of Arizona, United States. All disputes and legal proceedings relating to the Service shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona.

# 14. Changes to Terms

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

#### 15. Contact Us

If you have any questions about these Terms, please contact us at:

contact@appealsnap.com