

Tec Valu Terms of Use

Last Modified: March 20, 2017

Acceptance of the Terms of Use

These terms of use are entered into by and between you and Tec Valu LLC (“**Tec Valu**”, “**we**” or “**us**”). The following terms and conditions, together with the VMS End User License Agreement (the “**VMS EULA**”) that you previously accepted during the registration process (collectively, the “**Terms of Use**”), govern your access to and use of the Tec Valu service, including any content, functionality and services offered on or through tecvalu.com (the “**Service**”).

Please read the Terms of Use carefully before you start to use the Service. **By using the Service or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use.** If you do not want to agree to these Terms of Use, you must not access or use the Service. This Service is offered and available only to users who are authorized users pursuant to the VMS EULA.

The Service is provided by VMS; accordingly, Tec Valu is not responsible for the content or operation of, or any information or results obtained through, the Service. PLEASE READ THE SECTION BELOW ENTITLED “MANDATORY BINDING ARBITRATION” – IT AFFECTS YOUR RIGHTS.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Service thereafter. Your continued use of the Service following the posting of revised Terms of Use means that you accept and agree to the changes.

Accessing the Service and Account Security

We reserve the right to withdraw or amend this Service, and any service or material we provide on the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

You are responsible for:

- making all arrangements necessary for you to have access to the Service; and
- ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current and complete. You agree that all information you provide to register with this Service or otherwise, including but not limited to through the use of any interactive features on the Service, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

You must treat all user names, passwords or any other piece of information provided to you as part of our security procedures as confidential, and you must not disclose that information to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Service or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Service and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by Tec Valu, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Service for your commercial use only, consistent with the rights identified in the VMS EULA. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Service, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your web browser for display enhancement purposes.
- You may print or download pages of the Service, but only as reasonably necessary for your use.
- If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- modify copies of any materials from this Service; nor
- delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Service in breach of the Terms of Use, your right to use the Service will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Service or any content on the Service is transferred to you, and all rights not expressly granted are reserved by Tec Valu. Any use of the Service not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

Trademarks

The Tec Valu name, its logo, and all related names, logos, product and service names, designs and slogans are trademarks of Tec Valu or its affiliates or licensors. You must not use such marks without the prior written permission of Tec Valu. All other names, logos, product and service names, designs and slogans on this Service are the trademarks of their respective owners.

Prohibited Uses

You may use the Service only in accordance with applicable law and regulation, and in accordance with these Terms of Use. You agree not to use the Service:

- in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- to transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation;
- to impersonate or attempt to impersonate Tec Valu, a Tec Valu employee, another user or any other person or entity (including, without limitation, by using e-mail addresses associated with any of the foregoing); or
- to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Service, or which, as determined by us, may harm Tec Valu or users of the Service or expose them to liability.

Additionally, you agree not to:

- use the Service in any manner that could disable, overburden, damage, or impair the site or interfere with any other party’s use of the Service, including their ability to engage in real time activities through the Service;
- use any robot, spider or other automatic device, process or means to access the Service for any purpose, including monitoring or copying any of the material on the Service;
- use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent;
- use any device, software or routine that interferes with the proper working of the Service;
- introduce any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer or database connected to the Service;
- attack the Service via a denial-of-service attack or a distributed denial-of-service attack; or
- otherwise attempt to interfere with the proper working of the Service.

User Contributions

The Service may contain features that allow users to post, submit, publish, display or transmit to Tec Valu, other users or other persons content or materials (collectively, “**User Contributions**”) on or through the Service. All User Contributions must comply with these Terms of Use. By providing any User Contribution on the Service, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material.

You represent and warrant that:

- you own or control all rights in and to the User Contributions and have the right to grant the license granted above; and
- all of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Tec Valu, have fully responsibility for such content, including its legality, reliability, accuracy and appropriateness. We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions provided by you or any other user of the Service.

Monitoring and Enforcement; Termination

We have the right to:

- remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Service or the public or could create liability for Tec Valu;
- disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy;
- take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service; and
- Terminate or suspend your access to all or part of the Service for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone using, or posting any materials on or through, the Service. YOU WAIVE AND HOLD HARMLESS TEC VALU AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ITS INVESTIGATIONS OR THE CONSEQUENCE OF THOSE INVESTIGATIONS.

We assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Reliance on Content

The content and other information presented on or through the Service is made available for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Service, or by anyone who may be informed of any of its contents.

The Service may include content provided by third parties, including materials provided by third-party licensors. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Service

We may update the content on this Service from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Service may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Service

All information we collect on this Service is subject to our Privacy Policy. By using the Service, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Click-Fee and Other Terms and Conditions

For users who are appraisers, Tec Valu will charge a click-fee for use of certain product orders made available through the Service. As part of the account registration and onboarding process, you will be asked to provide Tec Valu with your credit card details. The applicable fee will be presented in the order engagement letter, and you may contact Tec Valu with any questions or comments regarding that fee. The applicable click-fee will be charged at the end of the process after the appraiser uploads the appraisal report. Tec Valu's standard click-fees are subject to change. Additional terms and conditions may also apply to specific portions, services or features of the Service. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Links from the Service

If the Service contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Service, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Service is based in the United States, and Tec Valu makes the Service available for use only by persons located in the United States. We make no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Service will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SERVICE LINKED TO IT.

YOUR USE OF THE SERVICE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE IS AT YOUR OWN RISK. THE SERVICE, ITS CONTENT AND ANY SERVICES, PRODUCTS, OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TEC VALU DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, TEC VALUE DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTIES, THAT THE SERVICE, ITS CONTENT OR ANY PRODUCTS OR SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TEC VALU HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation on Liability

IN NO EVENT WILL TEC VALU, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY SERVICES LINKED TO IT, ANY CONTENT ON THE SERVICE OR SUCH OTHER SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR SUCH OTHER SERVICES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

Except where prohibited by local law, You agree to defend, indemnify and hold harmless Tec Valu, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns

from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Service, including, but not limited to, your User Contributions, any use of the Service's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Service.

Governing Law

All matters relating to the Service and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

Mandatory Binding Arbitration

PLEASE READ THIS SECTION CAREFULLY. WE WANT YOU TO UNDERSTAND HOW IT AFFECTS YOUR RIGHTS. At Tec Valu, we expect that our customer service or support team will be able to resolve most issues you may have using the Service. In the unlikely event that an issue remains unresolved, we prefer to specify now what each of us should expect in order to avoid any confusion later. Accordingly, you and Tec Valu agree to the following resolution process.

In an attempt to find the quickest and most efficient resolution of our issues, you and Tec Valu agree to first discuss any issue informally for at least 30 days. To do that, please send your full name and contact information, your concern and your proposed solution by mail to us at: Tec Valu LLC, 28632 Roadside Drive, Suite 100, Agoura Hills, CA 91301, Attn: Legal Department. If we would like to discuss an issue with you, we will contact you using the email address you provided when you registered for the Service.

If we do not reach an agreed upon solution after our discussions for at least 30 days, you and Tec Valu agree that any claim that either of us may have arising out of or relating to these Terms of Use (including formation, performance, or breach of them), our relationship with each other, or use of the Service must be resolved through binding arbitration before the American Arbitration Association using its Consumer Arbitration Rules. You may download or copy a form Notice and a form to initiate arbitration at www.adr.org.

To help resolve any issues between us promptly and directly, you and Tec Valu agree to begin any arbitration within one year after a claim arises; otherwise, the claim is waived. You and Tec Valu also agree to arbitrate in each of our individual capacities only, not as a representative or member of a class, and each of us expressly waives any right to file a class action or seek relief on a class basis.

The arbitration hearings will be held in Los Angeles County, California, or by phone, videoconference or exchange of documents, as may be permitted by the applicable Consumer Arbitration Rules.

It is important that you understand that the arbitrator's decision will be binding and may be entered as a judgment in any court of competent jurisdiction.

Waiver and Severability

No waiver of by either party of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of a party to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Tec Valu LLC with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Service.

Your Comments and Concerns

The Service is made available to you by Tec Valu LLC, 28632 Roadside Drive, Suite 100, Agoura Hills, CA 91301. All other feedback, comments, questions, requests for technical support and other communications relating to the Service should be directed to: support@tecvalu.com or +1-657-275-3057.