

# TERMS AND CONDITIONS

Last Updated: 2025

## 1. DEFINITIONS AND ACCEPTANCE OF TERMS

### 1.1 Definitions

In these Terms and Conditions (the “**Terms**” or “**Agreement**”), the following definitions apply:

- “**Company**,” “**we**,” “**us**,” or “**our**” refers to The Housing Assistant (THA), a limited liability company organized under the laws of Tennessee, with its principal place of business at 202 Hunters Lane, Hendersonville, TN 37075.
- “**Service**” or “**Services**” refers to the consultation booking and membership services, features, content, applications, and functionality offered through our website located at <https://thehousingassistant.com/> (the “**Website**”).
- “**User**,” “**you**,” or “**your**” refers to any individual or entity that accesses or uses the Services.
- “**Account**” refers to the optional user profile that may be created to access enhanced features or personalization of the Services.
- “**Subscription**” refers to the recurring payment arrangement for access to specific Service features as detailed in Section 5.
- “**Content**” refers to all information, data, text, software, music, sound, photographs, graphics, videos, messages, or other materials that appear on or are available through the Services.
- “**Intellectual Property Rights**” refers to all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, under the laws of any state, country, territory, or other jurisdiction.

### 1.2 Acceptance of Terms

By accessing or using the Services, creating an Account, or clicking on “I Agree” or similar button indicating acceptance, you expressly acknowledge that you have read, understood, and agree to be bound by these Terms, as well as our Privacy Policy, which is incorporated herein by reference. If you do not agree to these Terms, you must not access or use the Services.

### 1.3 Capacity to Accept Terms

By using the Services, you represent and warrant that:

- You are at least 18 years of age;

- You have the legal capacity to enter into a binding agreement with the Company;
- You are not prohibited from using the Services under the laws of the United States, Tennessee, or any other applicable jurisdiction; and
- If you are accepting these Terms on behalf of an entity, you have the authority to bind that entity to these Terms.

#### **1.4 Electronic Communications and Agreements**

You consent to receive communications from us electronically, including emails, texts, mobile push notices, or notices and messages posted on the Services. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **2. SERVICE DESCRIPTION AND BUSINESS INFORMATION**

### **2.1 Company Information**

The Housing Assistant, is a limited liability company organized under the laws of Tennessee with its principal place of business at:

202 Hunters Lane

Hendersonville, TN 37075

For customer service inquiries or legal notices, please contact us at:  
info@thehousingassistant.com

### **2.2 Service Description**

The Services provided through <https://thehousingassistant.com/> include, but are not limited to:

- Booking consultations related to housing assistance;
- Membership subscriptions with varying levels of service and features;
- Access to resources, tools, and information related to housing assistance; and
- Other related services as described on the Website.

The specific features and benefits available to you depend on the type of membership tier you select, if any, as further described in Section 5.

### **2.3 Service Availability**

The Services are provided on an “as is” and “as available” basis. We do not guarantee that the Services will be available at all times or that access will be uninterrupted or error-free. We make no warranties or representations about the accuracy, reliability, completeness, or timeliness of the Services.

## **2.4 Geographic Restrictions**

The Services are intended for use by individuals located in the United States. We make no representations that the Services are appropriate or available for use in other locations. If you access or use the Services from outside the United States, you do so at your own risk and are responsible for compliance with local laws.

## **3. USER ACCOUNTS AND REGISTRATION**

### **3.1 Optional Account Creation**

While certain basic Services may be available without registration, creating an Account is optional and provides access to enhanced features and personalization. By creating an Account, you agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

### **3.2 Account Access and Security**

Membership accounts are for the exclusive use of the individual who registered the account and may not be shared with others. Multiple simultaneous logins from the same username and password by different individuals are prohibited. To enforce this policy, we may use technical measures—including monitoring Internet Protocol (IP) addresses, device identifiers, and login timestamps—to detect and prevent account sharing. This information is collected and used solely to maintain account security, ensure compliance with these Terms, and protect the integrity of our Services.

You are responsible for:

- Maintaining the confidentiality of your Account credentials, including your username and password;
- Restricting access to your computer, mobile device, and Account;
- Promptly notifying us of any unauthorized use of your Account or any other breach of security; and
- Ensuring that you exit from your Account at the end of each session when accessing the Services on a shared computer or device.

We reserve the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion if we believe you have violated any provision of these Terms.

### **3.3 Account Information and Data**

You acknowledge and agree that:

- We may rely on the information you provide in your Account;
- We may share certain Account information with third parties as described in our Privacy Policy;

- We may use Account information to communicate with you about the Services, updates, promotions, and other matters relevant to your use of the Services; and
- We may retain certain Account information after Account termination as required by law or for legitimate business purposes.

### **3.4 Account Termination**

You may terminate your Account at any time by following the instructions on the Website or by contacting us at [info@thehousingassistant.com](mailto:info@thehousingassistant.com). We may terminate or suspend your Account at any time without notice if we believe, in our sole discretion, that you have breached these Terms, or for any other reason. Upon termination:

- Your right to access and use the Services will immediately cease;
- We may delete or retain your Account information as described in Section 9.4;
- Any subscription fees paid in advance will be handled according to our refund policy in Section 6; and
- Certain provisions of these Terms will continue to apply even after termination, as described in Section 13.3.

## **4. AGE REQUIREMENTS AND ELIGIBILITY**

### **4.1 Age Restriction**

The Services are intended solely for users who are 18 years of age or older. By accessing or using the Services, you represent and warrant that you are at least 18 years old. If you are under 18 years of age, you may not, under any circumstances or for any reason, use the Services.

### **4.2 Age Verification**

We implement a simple age verification process that requires you to confirm your age before using the Services. We reserve the right to implement additional age verification measures at any time. If we have reason to believe that you are under 18 years of age, we may suspend or terminate your Account and access to the Services.

### **4.3 Parental Responsibility**

Parents and legal guardians are responsible for monitoring their children's internet usage and ensuring that minors under their supervision do not access or use the Services. We do not knowingly collect personal information from individuals under 18 years of age.

### **4.4 Additional Eligibility Requirements**

In addition to meeting the age requirement, you must:

- Have the legal capacity to enter into binding contracts;
- Not be prohibited from using the Services under applicable law; and

- Not have had your Account previously terminated by us for violations of these Terms.

## **5. SUBSCRIPTION TERMS AND PRICING**

### **5.1 Subscription Tiers**

We offer the following subscription tiers, each with different features and benefits:

- **Starter Membership:** \$49.99 per month
- **Pro Membership:** \$99.99 per month
- **Elite Membership:** \$199.99 per month

The specific features and benefits included in each subscription tier are described on the Website and may be updated from time to time. We reserve the right to modify the subscription tiers, features, and pricing as described in Section 14.

### **5.2 Billing and Automatic Renewal**

By subscribing to any of our membership tiers, you authorize us to charge the applicable monthly subscription fee to your designated payment method. Your subscription will automatically renew on a monthly basis until canceled.

**AUTOMATIC RENEWAL NOTICE:** UNLESS YOU CANCEL AT LEAST 24 HOURS BEFORE THE END OF THE CURRENT BILLING PERIOD, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR ANOTHER BILLING PERIOD, AND YOU AUTHORIZE US TO CHARGE THE THEN-CURRENT SUBSCRIPTION FEE TO YOUR DESIGNATED PAYMENT METHOD. THE SUBSCRIPTION FEE WILL BE CHARGED AT THE BEGINNING OF EACH BILLING PERIOD.

### **5.3 Payment Processing**

We use third-party payment processors to process all subscription payments. By providing your payment information, you:

- Represent that you are authorized to use the designated payment method;
- Authorize us to charge your designated payment method for the subscription fee;
- Agree to promptly update your Account information with any changes to your payment method; and
- Agree to pay any applicable taxes related to your use of the Services.

If a payment is not successfully processed due to expiration, insufficient funds, or otherwise, you remain responsible for any uncollected amounts and authorize us to continue billing the payment method, as it may be updated.

## **5.4 Price Changes**

We reserve the right to adjust pricing for our subscriptions at any time. If we change the subscription fee, we will provide notice of the change on the Website or by email at least 30 days before the change takes effect. Your continued use of the Services after the price change becomes effective constitutes your agreement to pay the modified subscription fee amount.

## **5.5 Free Trials and Promotional Offers**

We may offer free trials or promotional subscriptions from time to time. Unless otherwise specified, these offers are only valid for new subscribers. By accepting a free trial or promotional offer, you authorize us to begin charging your payment method for the subscription fee at the end of the free trial or promotional period unless you cancel before that date.

# **6. CANCELLATION AND REFUND POLICY**

## **6.1 Cancellation Procedure**

You may cancel your subscription at any time by:

- Using the cancellation feature in your Account settings on the Website; or
- Emailing your cancellation request to [info@thehousingassistant.com](mailto:info@thehousingassistant.com);

To avoid charges for the next billing period, you must cancel at least 24 hours before the end of your current billing period.

## **6.2 Pro-Rated Refunds**

If you cancel your subscription before the end of your current billing period, we will provide a pro-rated refund based on the unused portion of your subscription, calculated from the date of cancellation request to the end of the current billing period, less any applicable processing fees.

## **6.3 Refund Processing**

Approved refunds will be processed within 14 business days of the cancellation request and will be issued using the same payment method used for the original transaction, unless otherwise agreed. Depending on your payment provider, it may take additional time for the refund to appear in your account.

## **6.4 Cancellation Due to Terms Modifications**

If we modify these Terms or subscription pricing and you do not agree with the changes, you may cancel your subscription within 30 days of such notice and receive a pro-rated refund for the unused portion of your current billing period.

## **6.5 No Refunds for Partial Use**

We do not provide refunds for partial use or non-use of the Services during an active subscription period, except as expressly provided in this Section 6 or as required by applicable law.

## **6.6 Consultation Cancellation**

For individual consultations, cancellation and refund policies will be provided at the time of booking. Generally, consultations canceled more than 24 hours in advance will be eligible for a full refund, while those canceled with less notice may be subject to a cancellation fee.

## **7. SERVICE AVAILABILITY AND MAINTENANCE**

### **7.1 Best Effort Availability**

We strive to provide the Services on a continuous basis but do not guarantee uninterrupted access to the Services. We provide the Services on a “best effort” basis without any uptime guarantees or service level agreements.

### **7.2 Planned Maintenance**

We may perform scheduled maintenance on the Services from time to time, which may result in limited or no availability of the Services. Whenever reasonably possible, we will provide advance notice of scheduled maintenance through the Website or by email.

### **7.3 Unplanned Outages**

The Services may experience unplanned outages or interruptions for various reasons beyond our control, including but not limited to:

- Equipment or software malfunctions;
- System upgrades or maintenance;
- Network or power failures;
- Natural disasters or acts of God;
- Cyber attacks or other security breaches; or
- Other events beyond our reasonable control.

We will make reasonable efforts to restore the Services as quickly as possible following any unplanned outages.

### **7.4 No Liability for Service Interruptions**

We shall not be liable for any loss, damage, or inconvenience arising from any interruption, suspension, or termination of the Services, regardless of the cause. You acknowledge that temporary interruptions in service are reasonable and may occur from time to time.

### **7.5 Service Modifications**

We reserve the right to modify, suspend, or discontinue any part of the Services at any time, with or without notice. We shall not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

## **8. INTELLECTUAL PROPERTY RIGHTS**

### **8.1 Ownership of Services and Content**

All right, title, and interest in and to the Services, including all Content, features, functionality, and Intellectual Property Rights therein, are owned by the Company or its licensors. The Services are protected by copyright, trademark, trade secret, and other intellectual property laws of the United States and foreign countries.

### **8.2 The Housing Assistant Logo and Trademarks**

The Housing Assistant logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You may not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Services are the trademarks of their respective owners.

### **8.3 Limited License to Use Services**

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the Services for your personal, non-commercial use. This license does not include any right to:

- Modify, reproduce, distribute, sell, license, or otherwise exploit the Services or any Content;
- Use data mining, robots, or similar data gathering and extraction methods;
- Download any portion of the Services or Content, except as expressly permitted by the functionality of the Services;
- Remove any copyright, trademark, or other proprietary notices;
- Frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information;
- Use meta tags or any other “hidden text” utilizing our name or trademarks;
- Use the Services for any commercial purpose; or
- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other party’s use of the Services.

### **8.4 Trade Secrets and Confidential Information**

The Services may contain trade secrets and confidential information of the Company. You agree not to disclose, reproduce, or distribute any trade secrets or confidential information obtained through the Services to any third party without our prior written consent.



## **8.5 Feedback**

If you provide us with any feedback, suggestions, improvements, or recommendations regarding the Services (“Feedback”), you hereby grant us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use such Feedback for any purpose, including but not limited to incorporating it into the Services without any compensation to you.

## **8.6 Copyright Infringement**

If you believe that any Content on the Services infringes upon your copyright, please notify us at [info@thehousingassistant.com](mailto:info@thehousingassistant.com) with the following information:

- A physical or electronic signature of the copyright owner or a person authorized to act on their behalf;
- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Services;
- Your contact information, including address, telephone number, and email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

# **9. PRIVACY AND DATA COLLECTION**

## **9.1 Privacy Policy**

Our Privacy Policy, available on the Website, describes how we collect, use, and share information about you when you use the Services. By using the Services, you consent to our collection, use, and sharing of information as described in the Privacy Policy.

## **9.2 Minimal Data Collection**

We employ a minimal data collection approach, collecting only the information necessary to provide the Services, process payments, and comply with legal obligations. This includes:

- Account information (name, email address, password);
- Payment information (processed through secure third-party payment processors);
- Service usage information (log data, device information, cookies); and
- Communications with us (customer service inquiries, feedback).

## **9.3 Third-Party Integrations**

We use essential third-party integrations to provide the Services, including:

- Payment processors to facilitate subscription billing;
- Basic analytics providers to improve the Services; and
- Email service providers to communicate with you.

These third parties may collect and process your information according to their own privacy policies. We do not sell your personal information to third parties.

#### **9.4 Data Retention and Deletion**

We retain your personal information only for as long as necessary to provide the Services, comply with legal obligations, resolve disputes, and enforce our agreements. Upon account closure:

- We will automatically delete your personal information after a 30-day retention period;
- During this 30-day period, we may retain certain information for legitimate business purposes, such as completing any pending transactions, preventing fraud, or addressing technical issues; and
- Certain information may be retained in anonymized or aggregated form that cannot reasonably be used to identify you.

#### **9.5 Tennessee Information Protection Act Preparation**

We are preparing for compliance with the Tennessee Information Protection Act (TIPA), which becomes effective July 1, 2025. In preparation for this law, we are implementing processes to:

- Respond to consumer requests regarding their personal information;
- Provide enhanced privacy notices;
- Implement reasonable security measures to protect personal information; and
- Establish data processing agreements with service providers.

As TIPA implementation approaches, we will update our privacy practices and provide additional information about your rights under this law.

#### **9.6 Security Measures**

We implement reasonable security measures to protect your personal information from unauthorized access, disclosure, alteration, and destruction. However, no method of transmission over the Internet or electronic storage is 100% secure, and we cannot guarantee absolute security.

### **10. USER CONDUCT AND CONTENT RESTRICTIONS**

#### **10.1 Prohibited Activities**

You agree not to engage in any of the following prohibited activities in connection with the Services:

- Violating any applicable law, rule, or regulation;
- Impersonating any person or entity or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- Interfering with or disrupting the Services or servers or networks connected to the Services;
- Attempting to gain unauthorized access to any portion of the Services or any other systems or networks connected to the Services;
- Using the Services for any fraudulent or unlawful purpose;
- Harvesting or collecting email addresses or other contact information of other users from the Services;
- Using any robot, spider, crawler, scraper, or other automated means to access the Services for any purpose;
- Circumventing, disabling, or otherwise interfering with security-related features of the Services;
- Engaging in any activity that interferes with or disrupts the Services; or
- Encouraging or enabling any other individual to do any of the foregoing.

## **10.2 No User-Generated Content**

The Services do not allow users to post, upload, or submit any content. You may not attempt to post, upload, or submit any content to or through the Services. Any attempt to circumvent this restriction may result in immediate termination of your Account and access to the Services.

## **10.3 Enforcement**

We reserve the right, but do not assume the obligation, to:

- Monitor the Services for violations of these Terms;
- Take appropriate legal action against anyone who, in our sole discretion, violates these Terms, including reporting such user to law enforcement authorities;
- In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable any user's access to the Services; and
- Otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **10.4 Reporting Violations**

If you become aware of any violation of these Terms by any person, please contact us at [info@thehousingassistant.com](mailto:info@thehousingassistant.com). We may, but are not obligated to, investigate any reported violation and take any action we deem appropriate.

## **11. LIMITATION OF LIABILITY**

### **11.1 Disclaimer of Warranties**

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

### **11.2 Limitation of Liability**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS 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 ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES;
- ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES;
- ANY CONTENT OBTAINED FROM THE SERVICES; OR
- UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT,

WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

### **11.3 Cap on Liability**

IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF THE SERVICES EXCEED THE AMOUNT PAID BY YOU TO THE COMPANY DURING THE ONE (1) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, OR, IF YOU HAVE NOT PAID THE COMPANY FOR THE USE OF ANY SERVICES, THE AMOUNT OF ONE MONTH’S MEMBERSHIP FEE FOR THE MEMBERSHIP TIER YOU SUBSCRIBED TO OR THE AMOUNT PAID FOR THE CONSULTATION, WHICHEVER IS APPLICABLE.

#### **11.4 Exclusions**

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

#### **11.5 Basis of the Bargain**

THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND YOU.

### **12. DISPUTE RESOLUTION AND ARBITRATION**

#### **12.1 Agreement to Arbitrate**

You and the Company agree that any dispute, claim, or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation, or validity thereof, or to the use of the Services (collectively, “Disputes”) shall be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify.

#### **12.2 Arbitration Procedures**

The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules, as modified by these Terms. The AAA’s rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, but if you demonstrate that such fees are prohibitively expensive, we will pay the filing fee and consider waiving other fees.

#### **12.3 Arbitration Location and Procedure**

Unless you and the Company otherwise agree, the arbitration will be conducted in Hendersonville, Tennessee. The arbitrator will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration agreement, including any claim that all or any part of these Terms are void or voidable.

#### **12.4 Arbitrator’s Decision**

The arbitrator shall issue a written award containing the essential findings and conclusions on which the award is based. The arbitrator’s decision will be final and binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

#### **12.5 Class Action Waiver**

YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and the Company agree otherwise, the arbitrator may not consolidate more than one person’s claims with your claims and may not otherwise preside over any form of a representative or class proceeding.

## **12.6 Exception for Sexual Assault and Sexual Harassment Claims**

Notwithstanding the foregoing, the arbitration requirement shall not apply to any claims of sexual assault or sexual harassment arising on or after March 3, 2022, which may be brought in a court of competent jurisdiction at your option.

## **12.7 Opt-Out Procedure**

You have the right to opt out of this arbitration agreement within 30 days of the date you first accepted these Terms by sending written notice to [info@thehousingassistant.com](mailto:info@thehousingassistant.com). Your notice must include your name, address, and a clear statement that you want to opt out of this arbitration agreement.

## **12.8 Survival**

This arbitration agreement will survive the termination of your relationship with the Company.

# **13. TERMINATION**

## **13.1 Termination by You**

You may terminate your use of the Services and these Terms at any time by:

- Canceling your subscription as described in Section 6.1;
- Closing your Account through the Website; or
- Ceasing all use of the Services.

## **13.2 Termination by Us**

We may terminate or suspend your access to the Services immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach these Terms. Upon termination, your right to use the Services will immediately cease.

We may also terminate or suspend your Account for any of the following reasons:

- Violation of these Terms;
- Failure to pay any fees when due;
- Upon request by law enforcement or other government agencies;
- Unexpected technical issues or problems; or
- Extended periods of inactivity.

## **13.3 Effect of Termination**

Upon termination of these Terms:

- Your license to use the Services will immediately terminate;

- You must cease all use of the Services;
- Any subscription fees paid in advance will be handled according to our refund policy in Section 6;
- We will handle your data as described in Section 9.4; and
- All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, limitations of liability, and dispute resolution provisions.

## **14. MODIFICATIONS TO TERMS**

### **14.1 Changes to Terms**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. We will provide notice of any changes by posting the updated Terms on the Website and updating the “Last Updated” date at the top of these Terms. We will provide at least 30 days’ notice prior to any new terms taking effect.

### **14.2 Notification Method**

Notice of changes will be provided by:

- Posting the updated Terms on the Website;
- Sending an email to the email address associated with your Account; or
- Displaying a prominent notice on the Services.

### **14.3 Your Continued Use**

Your continued use of the Services after the effective date of the revised Terms constitutes your acceptance of the changes. If you do not agree to the new Terms, you must stop using the Services and cancel your subscription.

### **14.4 Material Changes**

For material changes to these Terms that significantly reduce your rights or increase your responsibilities, we will make reasonable efforts to notify you directly, such as by sending an email to the address associated with your Account.

## **15. GOVERNING LAW AND JURISDICTION**

### **15.1 Governing Law**

These Terms and your use of the Services shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than Tennessee.

## **15.2 Jurisdiction**

Subject to the arbitration provisions in Section 12, any legal action or proceeding arising out of or relating to these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Tennessee, in each case located in Hendersonville, Tennessee, and you irrevocably submit to the personal jurisdiction of such courts in any such action or proceeding.

## **15.3 Waiver of Jury Trial**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY WAIVE ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS OR THE SERVICES.

## **16. GENERAL PROVISIONS**

### **16.1 Entire Agreement**

These Terms, together with the Privacy Policy and any other agreements expressly incorporated by reference herein, constitute the entire agreement between you and the Company concerning the Services and supersede all prior or contemporaneous communications, whether electronic, oral, or written, between you and the Company regarding the Services.

### **16.2 Severability**

If any provision of these Terms is held to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of these Terms shall remain in full force and effect to the maximum extent permitted by law. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from these Terms. In such event, the parties shall negotiate in good faith to replace any invalid, illegal, void, or unenforceable provision with a valid, legal, and enforceable provision that corresponds as closely as possible to the parties' original intent and economic expectations. The invalidity or unenforceability of any provision in one jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

### **16.3 No Waiver**

No waiver by the Company of any term or condition set forth in these Terms 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 the Company to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

### **16.4 Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without the Company's prior written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and void. The Company may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors, and permitted assigns.



### **16.5 Force Majeure**

The Company shall not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, epidemic, pandemic, lockouts, strikes or other labor disputes, or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

### **16.6 No Third-Party Beneficiaries**

These Terms do not and are not intended to confer any rights or remedies upon any person other than you and the Company.

### **16.7 Notices**

All notices given by you to us must be in writing and sent to our address at 105 Imperial Boulevard #278, Hendersonville, TN 37077 or to [info@thehousingassistant.com](mailto:info@thehousingassistant.com). We may give notice to you by posting on the Website, sending an email to the address associated with your Account, or by mail to any address you provide to us.

### **16.8 Interpretation**

The headings in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation.” Unless the context otherwise requires, words in the singular number include the plural, and in the plural include the singular.

### **16.9 Contact Information**

Questions or comments about the Services or these Terms may be directed to the Company at [info@thehousingassistant.com](mailto:info@thehousingassistant.com).

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE, UNDERSTAND THEM, AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS.