

Welcome to the website of First Call Restoration, Inc. ("we," "us," or "our"). These Terms of Service and Legal Notices govern your access to and use of our website, <https://www.fcrestorationinc.com> (the "Site"), and First Call Restoration, Inc. ("Company") and, unless otherwise noted, all references to the Company include, BlueprintIQ and <https://www.bprintiq.com> (the "DBA Site"), and our services. By accessing or using the Site, you agree to be bound by these terms. If you do not agree to these terms, do not use the Site and/or DBA Site.

## **TERMS OF SERVICE:**

### ***Acceptance of Terms***

Your access to and use of the Site and/or DBA Site is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users, and others who access or use the Service.

### ***Description of Service***

First Call Restoration, Inc. provides a service that connects property owners in Tennessee with a network of independent, vetted contractors specializing in property restoration and construction services, including but not limited to fire damage restoration, water damage restoration, remodeling, general contracting, and building restoration. First Call Restoration, Inc. does *not* directly employ contractors to perform these services. We act as a facilitator, connecting clients with qualified professionals.

### ***Use of the Website***

- \* You must be at least 18 years old to use this Site.
- \* You agree to provide accurate and complete information when using our services.
- \* You are responsible for maintaining the confidentiality of any account information (if applicable) and for all activities that occur under your account.
- \* You agree not to use the Site and/or DBA Site for any unlawful purpose or in any way that could damage, disable, or impair the Site.
- \* Use of this site is at your own risk.

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\* You may store files that are automatically cached by your Web browser for display enhancement purposes.

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FIRST CALL RESTORATION, INC. IS NOT RESPONSIBLE FOR THE ACTIONS, CONDUCT, OR WORK PERFORMED BY ANY CONTRACTOR IN OUR NETWORK. WE ARE A REFERRAL SERVICE ONLY. ALL CONTRACTORS ARE INDEPENDENT BUSINESSES AND ARE NOT EMPLOYEES OR AGENTS OF FIRST CALL RESTORATION, INC.

### ***Limitation of Liability***

IN NO EVENT SHALL FIRST CALL RESTORATION, INC., 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 SITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SITE OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR SUCH OTHER WEBSITES, 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.

***Indemnification*** You agree to defend, indemnify, and hold harmless First Call Restoration, Inc., 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 Service or your use of the Site, including, but not limited to, any use of the Site's content, services, and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Site.

### ***Termination***

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

### ***Governing Law***

These Terms shall be governed and construed in accordance with the laws of the State of Tennessee, without regard to its conflict of law provisions. Any legal action or proceeding arising under these Terms will be brought exclusively in the state or federal courts located in Crockett County, Tennessee], and you hereby irrevocably consent to the personal jurisdiction and venue therein.

### ***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 try to 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. By continuing to access or use our Site and/or DBA Site after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Site and/or DBA Site.

### **LEGAL NOTICES**

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