

TERMS OF SERVICE AGREEMENT

LAST REVISION: 2/10/2023

PLEASE READ THIS TERMS OF SERVICE AGREEMENT CAREFULLY. BY USING THIS WEBSITE OR ORDERING PRODUCTS FROM THIS WEBSITE YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

This Terms of Service Agreement (the "Agreement") governs your use of this website, www.EnergyCodeAdvisors.com (the "Website"), **Energy Code Advisors, LLC** ("Business Name") offer of services for purchase on this Website, or your purchase of products available on this Website. This Agreement includes, and incorporates by this reference, the policies and guidelines referenced below. **Energy Code Advisors, LLC** reserves the right to change or revise the terms and conditions of this Agreement at any time by posting any changes or a revised Agreement on this Website. **Energy Code Advisors, LLC** will alert you that changes or revisions have been made by indicating on the top of this Agreement the date it was last revised. The changed or revised Agreement will be effective immediately after it is posted on this Website. Your use of the Website following the posting any such changes or of a revised Agreement will constitute your acceptance of any such changes or revisions. **Energy Code Advisors, LLC** encourages you to review this Agreement whenever you visit the Website to make sure that you understand the terms and conditions governing use of the Website. This Agreement does not alter in any way the terms or conditions of any other written agreement you may have with **Energy Code Advisors, LLC** for other products or services. If you do not agree to this Agreement (including any referenced policies or guidelines), please immediately terminate your use of the Website. It is recommended you print this Agreement for you records, please click the print button on your browser toolbar.

I. SERVICES

Terms of Offer. This Website offers for sale certain services. By placing an order for services through this Website, you agree to the terms set forth in this Agreement.

Proprietary Rights. **Energy Code Advisors, LLC** has proprietary rights and trade secrets in the services. You may not copy, reproduce, resell or redistribute any Product manufactured and/or distributed by **Energy Code Advisors, LLC**. **Energy Code Advisors, LLC** also has rights to all trademarks and trade dress and specific layouts of this webpage, including calls to action, text placement, images and other information.

Sales Tax. If you purchase any services, you will be responsible for paying any applicable sales tax.

II. WEBSITE

Content; Intellectual Property; Third Party Links. In addition to making services available, this Website also offers information and marketing materials. This Website also offers information, both directly and through indirect links to third-party websites. **Energy Code Advisors, LLC** does not always create the information offered on this Website; instead the information is often gathered from other sources.

III. PAYMENT OF SERVICES

By registering as a “New Client” through our website and accepting these terms & agreement you are agreeing to the invoicing terms agreed upon. **Energy Code Advisors, LLC** will invoice you once for all services being requested unless a different agreement has been made in writing, in advance. Failure to make payment within the NET 30 timeframe may result in the clients debt being transferred to collections via a third-party. In this event, you agree to being contacted by all ways available, included but not limited to text messages, emails, paper mail, etc. All new project invoices that become past due may be assessed a \$100 late fee.

IV. AGREEMENT TO BE BOUND

By using this Website or ordering services, you acknowledge that you have read and agree to be bound by this Agreement and all terms and conditions on this Website.