

Terms and Conditions

MoveProof, LLC

Last updated: 07 July 2025

1. DEFINITIONS AND SCOPE

MoveProof, LLC ("MoveProof", "Company", or "Provider") is a provider of inspection services upon leased or rented real property (the "Property"). Service is limited to non-invasive visual assessments except as described below. The terms "Client", "You", or "Your" refer to the individual or entity booking or receiving services, including lessors (property owners, managers, landlords) and lessees (tenants).

These Terms and Conditions (the "Agreement") govern your use of the Company's inspection services and constitute a binding contract between you and MoveProof, LLC.

2. SERVICE DESCRIPTION AND LIMITATIONS

MoveProof provides visual property inspections limited to assessment of visible and accessible areas of a property. Services include basic operational checks including, for example (but not limited to), flipping light switches, turning water taps on and off, briefly operating a stove, opening a refrigerator door to assess light function and temperature, and locking and unlocking doors (the "Service").

Company, including its employees and assigns, is NOT, and in no sense claims to be, a licensed building inspector and does NOT perform nor certify any building code compliance, mechanical system certification, or invasive/detailed inspections. As such, Company cannot and will not offer nor provide any recommendations, suggestions, warnings, or cautions as to remediation or improvement of the Property or any part thereof.

No guarantees nor warranties are made regarding the condition, safety, compliance, or suitability of the property or its systems beyond the described visual inspection typical of a "move-in" or "move-out" inspection.

Clients acknowledge and accept these limitations by booking the service.

3. BOOKING, PAYMENT, AND CANCELLATION

Services must be paid in full in advance at the time of booking.

Services may be booked by lessors or by lessees.

Cancellation policy:

A full refund will be issued within seven (7) business days if cancellation is made 48 hours or more prior to the scheduled inspection date and time.

No refunds will be due or issued for cancellations made less than 48 hours before the inspection date and time.

Any rescheduling requires cancellation of the existing booking before creating a new one.

Refunds will be processed via the original payment method, with no fees deducted, provided cancellation terms are met.

4. CLIENT RESPONSIBILITY

Client must provide accurate and complete information necessary for scheduling and conducting the inspection.

Client is responsible for providing safe, legal, and timely access to the property at the agreed-upon date and time.

Clients must inform MoveProof of any known hazardous conditions or restrictions.

Failure to comply may result in termination or suspension of service without refund. Company will not be held liable for any willful or inadvertent omissions, mistakes, or failures by Client which violate any laws or this Agreement.

5. INSPECTION REPORTS AND USAGE

Company will complete, and will provide to Clients within five (5) business days following the actual inspection, a copy of an inspection report (the "Report") detailing the entirety of the Company's findings upon and within the inspected property.

No rights are granted to Clients or any other entity for redistribution, publication, or commercial use of a Report without prior written consent from the Company.

Clients may use Reports freely for legal or governmental proceedings related to the inspected property.

Company reserves all intellectual property rights related to Reports.

6. USE OF IMAGE CAPTURE AND RECORDING TECHNOLOGY

Company routinely uses various image capture and recording technologies (e.g., photography, video, and drone technology) as part of its Services. By booking the Service, Client consents to such recordings and their use by the Company.

The Report may include images and recordings; any such recordings are the sole property of the Company.

In capturing images and recordings, Company commits to compliance with all applicable local, state, and federal laws, including FAA regulations concerning drone operation.

Company will take all reasonable steps to protect the privacy of individuals and neighboring properties during inspections and recordings.

7. LIMITATION OF LIABILITY

Company's total liability for any claim related to Services provided shall not exceed the amount paid by the client for the applicable inspection.

Company shall not be liable for consequential, incidental, indirect, punitive, or special damages, including loss of profits, loss of use, or any damages arising from reliance on results of the Service.

Company disclaims all warranties, express or implied, including merchantability or fitness for a particular purpose.

8. INDEMNIFICATION

Client indemnifies and holds harmless the Company, its officers, employees, and agents from any claims, liabilities, damages, losses, or expenses (including attorney fees) arising from client misuse of the Report.

Company indemnifies the client only to the extent of any inaccuracies or false statements contained in the Report, limited to correcting such inaccuracies but excluding consequential damages.

9. LEGAL PROCEEDINGS AND EXPERT TESTIMONY

If the Company (including any of its employees, agents, or assigns) is requested or required to participate in any legal proceeding, arbitration, deposition, or similar process related to a landlord/tenant or property dispute, the Client agrees to compensate the Company at a rate of \$200 USD per hour, inclusive of travel time, plus additional remuneration for all incidental expenses the Company may incur.

Except in cases of official subpoena or other legal mandate, Company reserves the right to refuse participation in legal proceedings at its sole discretion.

This clause shall apply regardless of which party originally booked or paid for the inspection.

10. FORCE MAJEURE

Company shall not be liable nor deemed in breach for failure or delay in performance due to events beyond its reasonable control, including but not limited to natural disasters, government restrictions, labor disputes, or pandemics.

11. TERMINATION AND SUSPENSION

MoveProof reserves the right to terminate or suspend services at any time for cause, including but not limited to unsafe conditions, client misconduct, or third-party interference of Services. Upon such termination, no refund shall be due to Client.

12. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of law principles.

Any dispute arising out of or relating to this Agreement shall be resolved by binding arbitration administered by the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service, conducted in New York State.

Judgment upon the arbitration award may be entered in any court having jurisdiction.

13. MISCELLANEOUS

These Terms and Conditions constitute the entire agreement between the Company and Client and supersede all prior communications.

If any provision of this Agreement is held invalid or unenforceable, the remainder shall remain in full force and effect.

Company reserves the right to amend these Terms and Conditions at any time; changes will be posted on the official website and become effective immediately upon posting.

Client's continued use of Services after amendments constitutes acceptance of the updated terms.

Neither party may assign nor transfer this Agreement without the other party's prior written consent.

14. CONTACT INFORMATION

For questions, concerns, or requests related to these Terms and Conditions or Services:

MoveProof, LLC

5949 Camp Road, #323

Hamburg, NY 14075 USA

Email: hello@moveproof.me

Phone: +1 914-861-0738

By booking and paying for Services performed by the Company as outlined herein, you

acknowledge that you have read, understand, and agree to be bound by these Terms and Conditions.