

TERMS OF USE

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3. The WEBSITE is accessible using the URL www.HIDAMARIES.com, or any other URL owned or operated by HIDAMARI. These TERMS OF USE apply regardless of the URL used to access the WEBSITE.

4. You may only use the WEBSITE for legal purposes.

5. HIDAMARI shall not be responsible for any errors or omissions contained at the WEBSITE. The services, all information at the WEBSITE and all third party information is provided "as is", with no warranties or guarantees whatsoever. All express, implied and statutory warranties, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement of proprietary rights, are expressly disclaimed to the fullest extent permitted by law. HIDAMARI disclaims all warranties with regard to the information (including any software) provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

6. In no event shall HIDAMARI, their agents, employees, subcontractors, and stockholders (personally), be liable for any damages whatsoever, and in particular HIDAMARI, their agents, employees, subcontractors, and stockholders (personally), shall not be liable for special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, (even if HIDAMARI, their agents, employees, subcontractors, and stockholders (personally), have been advised of the possibility of such damages) arising out of or related to any WEBSITE or the information contained in it, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise (including such damages incurred by third parties).

7. HIDAMARI uses its best efforts to maintain the WEBSITE, but is not responsible for the results of any defects that exist in the WEBSITE, or any resulting lost profits, loss of revenue, or loss of use, or other consequential damages. You should not assume that the WEBSITE or its content are error-free or that the WEBSITE will be suitable for the particular purpose that you have in mind when you accessed the WEBSITE. HIDAMARI may, at its sole discretion and at any time, modify or discontinue the WEBSITE limit, terminate or suspend your use of or access to the WEBSITE and/or make changes to the TERMS OF USE.

8. Nothing at the WEBSITE shall be construed as conferring any license under any of HIDAMARI's or any third party's intellectual property rights, whether by estoppel, implication, or otherwise.

9. Any information provided to HIDAMARI in connection with the WEBSITE shall be provided by the submitter and received by HIDAMARI on a non-confidential basis. HIDAMARI shall be free to use such information on an unrestricted basis. All such information becomes the property of HIDAMARI with no further recourse to the submitter.

10. A partial list of the HIDAMARI Trademarks appears below. HIDAMARI prohibits the use of the HIDAMARI logo in a link to the WEBSITE unless the establishment of such a link is first approved by HIDAMARI. All information at the WEBSITE is protected by the copyright laws of the United States of America, as well as all applicable international copyright laws.

11. The World Wide Web changes constantly and no human being can possibly keep track of all changes to sites accessible on the World Wide Web. As a result, HIDAMARI cannot and does not guarantee that the outside links (hereinafter "LINKS") contained at the WEBSITE accurate. HIDAMARI cannot and does not

guarantee that LINKS contain the same information that was present when HIDAMARI added the LINKS to the WEBSITE. Use the LINKS at your own risk. Moreover, the LINKS are developed by persons over whom HIDAMARI exercises no control. Accordingly, HIDAMARI assumes no responsibility for the content of the LINKS.

12. HIDAMARI has no control of the order you choose to access the links at the WEBSITE. HIDAMARI has no control over any site that chooses to link to the WEBSITE. HIDAMARI has no control over errors that may occur in the transmission of any page of the WEBSITE over the world wide web. Therefore, you may incorrectly interpret the contents of the WEBSITE for reasons completely beyond HIDAMARI's control. HIDAMARI assumes no liability for any incorrect interpretation of the WEBSITE.

13. To the best of HIDAMARI's knowledge, there are no LINKS containing inaccurate information. To the best of HIDAMARI's knowledge, there are no LINKS to any adult sites. However, HIDAMARI has no control over changes made to the LINKS. If you should find any LINKS inaccurate, inappropriate, or otherwise unacceptable, please notify HIDAMARI by sending email to webmaster@HIDAMARIES.com. If any LINKS are found to lead to adult sites, please notify HIDAMARI by sending email to webmaster@HIDAMARIES.com.

14. The WEBSITE provides free general information. However, the WEBSITE is not a substitute for an evaluation and professional opinion from a Licensed Professional Engineer or a Registered Architect. Therefore, you are specifically prohibited from using any information at the WEBSITE as a basis for deciding on the purchase of a home, building, dwelling unit, condominium unit, or cooperative unit, to decide on a needed repair, to make an alteration to your property, to enter into any contract, to undertake any expense, or to make any commitment.

15. Since the WEBSITE includes generalized areas of inspection or investigation, no real inspection includes everything that HIDAMARI has included in the WEBSITE. Just because something is listed in the WEBSITE does not oblige HIDAMARI to check that particular item. The Licensed Professional Engineer that performs the inspection will decide how to conduct the inspection based on the conditions at the site and the information provided at the time the order is placed.

16. Nothing at the WEBSITE constitutes an offer. Prior to performing an inspection, you will have to sign an agreement. A printed copy of the agreement can be obtained upon request to service@HIDAMARIES.com. You will also find additional disclosures of limitations in the inspection report issued based on the inspection. Prior to ordering the inspection, please review the appropriate contract by clicking on the appropriate hyperlink. You should also ask your attorney to review the contract. These contracts disclose the limitations of any inspection.

17. If you use a translated or non-English version of any web page, it is for your convenience only. There may be significant errors in the translation. There may be errors in translations that we provide. The original published English language version of the web page should be considered the correct version.

18. These TERMS OF USE shall be construed and enforced as a contract in accordance with the laws of State of New York located in the United States of America.

19. All notices regarding WEBSITE shall be sent to HIDAMARI at 35-22 Linden Place in Flushing, NY 11354, and not to any other address. The venue for any litigation is mutually agreed to be the state or county courts located in Queens County in the State of New York in the United States of America.

20. If any provisions (or provision clauses) of these TERMS OF USE shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions (and provision clauses) shall not in any way be affected or impaired thereby.

21. These TERMS OF USE can only be modified by a written consent agreement duly signed by persons authorized to sign it.

22. There is a link to the TERMS OF USE on every public page at the WEBSITE. Therefore, you had the opportunity to review the TERMS OF USE prior to accessing pages at the WEBSITE. By accessing or using the WEBSITE, you agree to all of the TERMS OF USE.