

HouseSitMexico's Terms and Conditions & Privacy Policy are below, but here's a summary of what we think some key take-aways should be for everyone using HouseSitMexico.com:

1. ALL MEMBERS MUST BE HONEST IN WORD AND ACTION
2. WE DO NOT VET MEMBERS (so please verify references and do your due diligence)
3. KEEP PRIVATE INFORMATION PRIVATE
4. USE THIS WEBSITE THE WAY IT WAS INTENDED

It's our hope these standards for behavior (and everything in the Terms and Conditions below) will foster a helpful, friendly and welcoming HouseSitMexico online community. That's what we're here for.

The HouseSitMexico Team

Terms and Conditions of Use

1. Introduction

1.1 These terms and conditions shall govern your use of our website.

1.2 By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part of these terms and conditions, you must not use our website.

1.3 If you register with our website, submit any material to our website or use any of our website services, you expressly agree to these terms and conditions.

1.4 You must be at least 21 years of age to use our website; and by using our website and by agreeing to these terms and conditions, you warrant and represent to us that you are at least 21 years of age.

1.5 Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our

Privacy and Cookies Policy.

2. Copyright notice

2.1 Copyright (c) 2016 HouseSitMexico™

2.2 Subject to the express provisions of these terms and conditions:

- (a) we, together with our licensors, own and control all the copyright and other intellectual property rights in our website and the material on our website; and
- (b) all the copyright and other intellectual property rights in our website and the material on our website are reserved in all languages, in all media.

3. License to use website

3.1 You may:

- (a) view pages from our website in a web browser;
- (b) download pages from our website for caching in a web browser;
- (c) print pages from our website;
- (d) stream audio and video files from our website; and
- (e) use our website services by means of a web browser, subject to the other provisions of these terms and conditions.

3.2 You may only use our website for your own personal purposes, and you must not use our website for other people (beyond you, your spouse and family, and/or partner) or for any other purposes.

3.3 Except as expressly permitted by these terms and conditions, you must not edit or otherwise modify any material on our website.

3.4 Unless you own or control the relevant rights in the material, you must not:

- (a) republish material from our website (including republication on another website);
- (b) sell, rent or sub-license material from our website;
- (c) show any material from our website in a public forum or presentation;
- (d) exploit material from our website for a commercial purpose; or
- (e) redistribute material from our website.

3.5 Notwithstanding Section 3.4, you may redistribute our newsletters and updates of available house sits sent to you.

3.6 We reserve the right to restrict access to areas of our website, or indeed our whole website, at our discretion; you must not circumvent or bypass, or attempt to circumvent or bypass, any access restriction measures on our website.

4. Acceptable use

4.1 You must NOT:

- (a) use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- (b) use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;
- (c) use our website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software;
- (d) conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our website without our express written consent;
- (e) access or otherwise interact with our website using any robot, spider or other automated means;
- (f) violate the directives set out in the robots.txt file for our website; or
- (g) use data collected from our website for any direct marketing activity (including without limitation email marketing, SMS marketing, telemarketing and direct mailing).

4.2 You must ensure that all the information you supply to us through our website, or in relation to our website, is true, accurate, current, complete and non-misleading.

5. Registration and accounts

5.1 To be eligible for an individual account on our website under this Section 5, you must be at least 21 years of age.

5.2 You may register for an account with our website by completing and submitting the account registration form on our website, and clicking on the verification link in the email that the website will send to you.

5.3 You must not allow any other person (other than a spouse/partner or member of your household) to use your account to access the website.

5.4 You must notify us in writing immediately if you become aware of any unauthorized use of your account.

6. User login details

6.1 If you register for an account with our website, you will be asked to choose a password, which you must keep confidential.

6.2 You must not use your account for or in connection with the impersonation of any person.

6.3 You must notify us in writing immediately if you become aware of any disclosure of your password.

6.4 You are responsible for any activity on our website arising out of any failure to keep your password confidential, and may be held liable for any losses to you, to other HouseSitMexico members, or to HouseSitMexico arising out of such a failure.

7. Cancellation and suspension of account

7.1 You may cancel your membership (account) by sending an email to admin@housesitmexico.com, informing us of your decision. You will not be entitled to any refund if you choose to cancel your account.

8. House sitter and homeowner services

8.1 To become a subscriber to our website services, you must pay the applicable membership fees during the account registration procedure. We will send you an

acknowledgement of your order. The contract between us for the supply of the website services shall come into force upon the issue of the order acknowledgement.

8.2 Registered users with active membership will be able to access house sitting-related services on our website, which depending on whether the member is a homeowner and/or a house sitter may include:

- (a) the publication of a personal profile on our website;
- (b) access to our searchable database of other users' personal profiles, house sitter "Ads", and Listings of Assignments (available house sits);
- (c) ability to post a House Sitter Profile and/or a house sitting Assignment Available
- (d) private messaging to and from other website users
- (e) posting to the website's Members' Blob
- (f) full access to the features of the website's Members' Forum

8.3 We may from time to time vary the benefits of membership. If in our reasonable opinion such a variation results in a substantial loss of value or functionality, you shall have the right to cancel your membership, and we will refund to you any amounts paid to us in respect of any period of membership after the date of such cancellation.

8.4 At the end of any period of membership for which you have paid, and subject to the other provisions of these terms and conditions, your membership will be automatically cancelled, unless you renew the membership and pay the applicable fees.

8.5 Except where expressly requested or permitted by us to do so, you must not add any information to our website that may facilitate direct communications with non-members or other users (including without limitation email addresses, postal addresses, instant messaging IDs, telephone numbers, fax numbers, personal website URLs and social networking profile URLs).

8.6 You acknowledge that we cannot be held responsible for the behavior of our users, either on or off the website, and we cannot guarantee that any information provided by a user is true, accurate, complete, current and not misleading; and will

not hold us liable in respect of any loss or damage arising out of any user behavior or user information.

9. Personal profiles

9.1 All information that you supply on or to the website (including video, photos, text or other media), including all that which may be part of a personal profile, house sitter Ad or house sit Assignment listing, must be true, accurate, current, complete and non-misleading.

9.2 You must keep your personal profile on our website up to date.

9.3 Personal profile information must also comply with the provisions of Section 4 and Section 13.

10. Money-back guarantee

10.1 You may request a refund of the amount you paid for your membership if you have utilized the website's features to seek a house sitter in good faith (both listing the house sit and searching the online house sitter database), and have not had success in finding a house sitter at any time during the term of your membership.

10.2 Members who wish to house sit and are unsuccessful in being hired as house sitters do not qualify for a money-back guarantee.

10.3 We will refund money using the same method used to make the payment.

11. Your content: license

11.1 In these terms and conditions, "your content" means all works and materials (including without limitation text, graphics, photographs, audio material, video material, and files) that you submit to us or our website for storage or publication on, processing by, or transmission via, our website.

11.2 You grant to us a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, store, adapt, publish, translate and distribute your content in any language and in any existing or future media.

11.3 You grant to us the right to sub-license the rights licensed under Section 12.2.

11.4 You grant to us the right to bring an action for infringement of the rights licensed under Section 12.2.

11.6 You may edit your content to the extent permitted using the editing functionality made available on our website.

11.7 Without prejudice to our other rights under these terms and conditions, if you breach any provision of these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may delete, unpublish or edit any or all of your content.

12. Your content: rules

12.1 You warrant and represent that your content will comply with these terms and conditions.

12.2 Your content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).

12.3 Your content, and the use of your content by us in accordance with these terms and conditions, must not:

- (a) be libelous or maliciously false;
- (b) be obscene or indecent;
- (c) infringe upon any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
- (d) infringe upon any right of confidence, right of privacy or right under data protection legislation;
- (e) constitute negligent advice or contain any negligent statement;
- (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
- (g) be in contempt of any court, or in breach of any court order;
- (h) be in breach of racial or religious hatred or discrimination legislation;

- (i) be in breach of official secrets legislation;
- (j) be in breach of any contractual obligation owed to any person;
- (k) depict violence in an explicit, graphic or gratuitous manner;
- (l) be pornographic, lewd, suggestive or sexually explicit;
- (m) be untrue, false, inaccurate or misleading;
- (n) consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
- (o) constitute spam;
- (p) be offensive, deceptive, fraudulent, threatening, abusive, harassing, antisocial, menacing, hateful, discriminatory or inflammatory; or
- (q) cause annoyance, inconvenience or needless anxiety to any person.

12.4 Your content must be appropriate, civil and tasteful, in accordance with generally accepted standards of etiquette and behavior on the Internet.

12.5 You must not use our website to link to any website or web page consisting of or containing material that would, were it posted on our website, breach the provisions of these terms and conditions.

12.6 You must not submit to our website any material that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

13. Data mining

13.1 You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to our Website without our express written consent.

14. Graphic material

14.1 Your content must not depict violence in an explicit, graphic or gratuitous manner.

14.2 Your content must not be pornographic or sexually explicit, or consist of or include explicit, graphic or gratuitous material of a sexual nature.

15. Harmful software

15.1 You must not use the Website to promote or distribute any viruses, Trojans, worms, root kits, spyware, adware or other harmful software, programs, routines, applications or technologies.

15.2 You must not use the Website to promote or distribute any software, programs, routines, applications or technologies that will or may negatively affect the performance of a computer or introduce significant security risks to a computer.

16. Factual accuracy

16.1 Your content must not be untrue, false, inaccurate or misleading.

16.2 Statements of fact contained in your content must be true; and statements of opinion contained in your content must be truly held and, where possible, based upon facts that are true.

17. Negligent advice

17.1 Content must not consist of or contain any instructions, advice or other information that may be acted upon and could, if acted upon, cause:

- (a) illness, injury or death; or
- (b) any other loss or damage.

18. Marketing and spam

18.1 You must not, without our prior written permission, use our Website for any purposes related to marketing, advertising, promotion, or the supply and/or sale of goods and/or services beyond house and/or pet sitting or offering a house and/or pet sitting assignment

18.2 Your content must not constitute spam.

18.3 You must not use our Website to transmit or send unsolicited commercial communications.

18.4 You must not send any spam or marketing communications to any email addresses obtained from our Website.

18.5 You must not use our Website to market, distribute or post chain letters, Ponzi schemes, pyramid schemes, matrix programs, "get rich quick" schemes or similar schemes, programs or materials.

19. Gambling

19.1 You must not use our Website for any purpose related to gambling, gaming, betting, lotteries, sweepstakes, prize competitions or any gambling-related activity.

20. Professional advice

20.1 You must not use our Website to provide any legal, financial, investment, taxation, accountancy, medical or other professional advice or advisory services.

21. Netiquette

21.1 Content must be appropriate, civil, tasteful and in accordance with generally accepted standards of etiquette and behavior on the Internet.

21.2 Content must not be grossly offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.

21.3 Content should not cause annoyance, inconvenience or needless anxiety.

21.4 Do not flame or conduct flame wars on our Website ("flaming" being the sending of hostile messages intended to insult, in particular where the message is directed at a particular person or group of people).

21.5 Do not troll on our Website ("trolling" being the practice of deliberately upsetting or offending other users).

21.6 Do not flood our Website with Content focusing upon one particular subject or subject area, whether alone or in coordination with other users.

21.7 Your content must not duplicate existing Content on our Website.

21.8 You must submit your content to the appropriate part of the Website.

21.9 Do not unnecessarily submit textual content in CAPITAL LETTERS.

21.10 You should use appropriate and informative titles for all Content.

21.11 You must at all times be courteous and polite to other Website users.

22. Hyperlinks

22.1 You must not link to any website or web page containing material that would, were it posted on the Website, breach the preceding terms of this Policy.

23. Breaches of this Policy

23.1 We reserve the right to edit or remove any Content in our sole discretion for any reason, without notice or explanation.

23.2 Without prejudice to this general right, if you breach this Policy in any way, or if we reasonably suspect that you have breached this Policy in any way, we may:

(a) delete or edit any of your Content;

(b) send you one or more formal warnings;

(c) temporarily suspend your access to a part or all of the Website;

(d) permanently prohibit you from using a part or all of the Website;

(e) block computers using your Internet Protocol address from accessing the Website;

(f) contact your Internet services provider and request that they block your access to the Website; and/or

(g) bring court proceedings against you for breach of contract or otherwise.

24. Banned users

24.1 Where we suspend or prohibit your access to the Website or a part of the Website, you must not take any action to circumvent such suspension or prohibition (including without limitation using a different account).

25. Monitoring

25.1 Notwithstanding the provisions of this Policy, we do not actively monitor Content.

25.2 If you become aware of any material on the Website that contravenes this Policy, please notify us by sending an email to admin@housesitmexico.com.

26. Report abuse

26.1 If you learn of any unlawful material or activity on our website, or any material or activity that breaches these terms and conditions, please let us know.

26.2 You can let us know about any such material or activity via email to admin@housesitmexico.com.

27. Limited warranties

27.1 We do not warrant or represent:

- (a) the completeness or accuracy of the information published on our website;
- (b) that the material on the website is up to date; or
- (c) that the website or any service on the website will remain available.

27.2 We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time in our sole discretion without notice or explanation; and to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

28. Limitations and exclusions of liability

28.1 Nothing in these terms and conditions will:

- (a) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (b) limit any liabilities in any way that is not permitted under applicable law; or
- (c) exclude any liabilities that may not be excluded under applicable law,

(d) and your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.

28.2 The limitations and exclusions of liability set out in this Section 16 and elsewhere in these terms and conditions:

(a) are subject to Section 16.1; and

(b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.

28.3 To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

28.4 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

29. Indemnity

29.1 You hereby indemnify us, and undertake to keep us indemnified, against any and all losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by us to a third party in settlement of a claim or dispute) incurred or suffered by us and arising directly or indirectly out of:

(a) any breach by you of any provision of these terms and conditions; or

(b) your use of our website.

30. Breaches of these terms and conditions

30.1 Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

(a) send you one or more formal warnings;

(b) temporarily suspend your access to our website;

(c) permanently prohibit you from accessing our website;

- (d) block computers using your IP address from accessing our website;
- (e) contact any or all of your Internet service providers and request that they block your access to our website;
- (f) commence legal action against you, whether for breach of contract or otherwise; and/or
- (g) suspend or delete your account on our website.

30.2 Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation creating and/or using a different account).

31. Third party websites

31.1 Our website includes hyperlinks to other websites owned and operated by third parties; such hyperlinks are not recommendations.

31.2 We have no control over third party websites and their contents, and subject to Section 16.1 we accept no responsibility for them or for any loss or damage that may arise from your use of them.

32. Trade marks

32.1 HouseSitMexico™, our logos and our other registered and unregistered trade marks are trade marks belonging to us; we give no permission for the use of these trade marks, and such use may constitute an infringement of our rights.

32.2 The third party registered and unregistered trade marks or service marks on our website are the property of their respective owners and, unless stated otherwise in these terms and conditions, we do not endorse and are not affiliated with any of the holders of any such rights and as such we cannot grant any license to exercise such rights.

33. Variation

33.1 We may revise these terms and conditions from time to time.

33.2 We will give you written notice of any revision of these terms and conditions, and the revised terms and conditions will apply to the use of our website from the date that we give you such notice; if you do not agree to the revised terms and conditions, you must stop using our website.

34. Assignment

34.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

34.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

35. Severability

35.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

35.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

36. Third-party rights

36.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third-party.

36.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third-party.

37. Entire agreement

37.1 Subject to Section 28.1, these terms and conditions, together with our Privacy Policy, shall constitute the entire agreement between you and us in relation to your use of our website and shall supersede all previous agreements between you and us in relation to your use of our website.

38. Law and jurisdiction

38.1 These terms and conditions shall be governed by and construed in accordance with the laws of the United States of America.

38.2 Any disputes relating to these terms and conditions shall be subject to the laws of laws of the state of Texas, of the United States of America.

39. Statutory and regulatory disclosures

39.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.

39.2 These terms and conditions are available in the English language only.

Privacy Policy

Your privacy is critically important to us. At HouseSitMexico we have a few fundamental principles:

- We don't ask you for personal information unless we truly need it. (We don't share your personal information with anyone except to comply with the law, develop our products, or protect our rights.
- We don't store personal information on our servers unless required for the on-going operation of our services.

If you have questions about deleting or correcting your personal data please contact us at admin@housesitmexico.com.

It is HouseSitMexico's policy to respect your privacy regarding any information we may collect while operating our website.

Website Visitors

Like most website operators, HouseSitMexico collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as the browser type, language preference, referring site, and the date and time of each visitor request. HouseSitMexico's purpose in collecting non-personally identifying information is to better understand how HouseSitMexico's visitors use its website. From time to time, HouseSitMexico may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its website.

HouseSitMexico also collects potentially personally identifying information like Internet Protocol (IP) addresses for logged in users and for users leaving comments on WordPress.com blogs. HouseSitMexico only discloses logged in user and commenter IP addresses under the same circumstances that it uses and discloses personally-identifying information as described below, except that blog commenter IP addresses and email addresses are visible and disclosed to the administrators of the blog where the comment was left.

Gathering of Personally-Identifying Information

Certain visitors to HouseSitMexico's websites choose to interact with HouseSitMexico in ways that require HouseSitMexico to gather personally identifying information. The amount and type of information that HouseSitMexico gathers depends on the nature of the interaction. For example, we ask visitors who sign up for email contact (e.g.: House Sitter Updates) for their name and email address. Those who purchase a membership are asked to provide additional information, including as necessary the personal and financial information required to process those transactions. In each case, HouseSitMexico collects such information only insofar as is necessary or appropriate to fulfill the purpose of the Member's interaction with HouseSitMexico. HouseSitMexico does not disclose personally identifying information other than as described below. And visitors can always refuse to supply personally identifying information, with the caveat that it may prevent them from engaging in certain website-related activities.

Aggregated Statistics

HouseSitMexico may collect statistics about the behavior of visitors to its websites. However, HouseSitMexico does not disclose personally-identifying information other than as described below.

Protection of Certain Personally Identifying Information

HouseSitMexico discloses potentially personally-identifying and personally-identifying information only to those of its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on HouseSitMexico's behalf or to provide services available at HouseSitMexico's website, and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using HouseSitMexico's websites, you consent to the transfer of such information to them. HouseSitMexico will not rent or sell potentially personally identifying and personally identifying information to anyone. Other than to its employees, contractors and affiliated organizations, as described above, HouseSitMexico discloses potentially personally-identifying and personally-identifying information only in response to a subpoena, court order or other governmental request, or when HouseSitMexico believes in good faith that disclosure is reasonably necessary to protect the property or rights of HouseSitMexico, third parties or the public at large.

If you are a registered user of HouseSitMexico's website and have supplied your email address, HouseSitMexico may occasionally send you an email to tell you about new content on our site, solicit your feedback, or just keep you up to date with what's going on with HouseSitMexico. If you send us a request (for example via a support email or via one of our feedback mechanisms), we reserve the right to publish it in order to help us clarify or respond to your request or to help us support other users. HouseSitMexico takes all measures reasonably necessary to protect against the unauthorized access, use, alteration or destruction of potentially personally identifying and personally identifying information.

Cookies

A cookie is a string of information that a website stores on a visitor's computer, and that the visitor's browser provides to the website each time the visitor returns. HouseSitMexico uses cookies to help HouseSitMexico identify and track visitors, their usage of HouseSitMexico website, and their website access preferences. HouseSitMexico visitors who do not wish to have cookies placed on their computers should set their browsers to refuse cookies before using HouseSitMexico's websites, with the drawback that certain features of HouseSitMexico's websites may not function properly without the aid of cookies.

Business Transfers

If HouseSitMexico, or substantially all of its assets, were acquired, or in the unlikely event that HouseSitMexico goes out of business, user information would be one of the assets that is transferred or acquired by a third party. You acknowledge that such transfers may occur, and that any acquirer of HouseSitMexico may continue to use your personal information as set forth in this policy.

Ads

Ads appearing on HouseSitMexico.com may be delivered to users by advertising partners, who may set cookies. These cookies allow the ad server to recognize your computer each time they send you an online advertisement to compile information about you or others who use your computer. This information allows ad networks to, among other things, deliver targeted advertisements that they believe will be of most interest to you. This Privacy Policy covers the use of cookies by HouseSitMexico and does not cover the use of cookies by any advertisers.

Privacy Policy Changes

Although most changes are likely to be minor, HouseSitMexico may change its Privacy Policy from time to time, and in HouseSitMexico's sole discretion. HouseSitMexico encourages visitors to frequently check this page for any changes to its Privacy Policy. Your continued use of this site after any change in this Privacy Policy will constitute your acceptance of such change.