



FIRST DUE HOME SAFETY

Prevent · Maintain · Protect

TERMS & CONDITIONS

Effective Date: May 2026

These Terms & Conditions govern your use of First Due Home Safety LLC services and website. By scheduling or receiving services, visiting our website, or creating an account, you agree to these terms. Please read them carefully.

1. Nature of Services — Preventative and Advisory Only

First Due Home Safety LLC provides preventive home maintenance, visual condition tracking, safety-device visual checks, routine consumable replacement where included in the selected plan, and Home Health Report™ documentation as described in your selected service plan.

Our services are NOT a substitute for licensed trade repairs, structural engineering, electrical inspections by a licensed electrician, licensed plumbing services, or HVAC mechanical repairs by a licensed HVAC technician.

Any recommendations in a Home Health Report™ or provided by our technicians are advisory only and do not constitute professional engineering, legal, or medical advice. Members are solely responsible for deciding whether to act on recommendations and for retaining qualified licensed contractors for repairs or remediation.

2. No Guarantee Against Home System Failures

While First Due Home Safety LLC diligently performs all contracted services, we do not and cannot guarantee that our services will:

- Prevent all home system failures, malfunctions, or breakdowns.
- Detect every defect, deficiency, or hazard present at the property.
- Prevent fires, floods, structural damage, carbon monoxide events, or other property loss events.
- Extend the lifespan of any particular system or appliance beyond its normal service life.

Our inspections and maintenance visits are limited in scope to the services included in your selected plan and are performed by non-licensed home maintenance technicians — not licensed home inspectors, engineers, or trade contractors.

3. Scope Limitations — What We Do Not Cover

Unless explicitly stated in writing in your Service Agreement, First Due Home Safety LLC does not:

- Perform or oversee electrical, plumbing, HVAC mechanical, roofing, or structural repairs.
- Conduct licensed home inspections for real estate transactions.
- Assess or remediate mold, asbestos, lead paint, or other environmental hazards.
- Provide pest control, termite inspection, or extermination services.
- Access confined spaces, attic spaces, crawl spaces, or areas not safely accessible.
- Service or repair appliances, pool equipment, irrigation systems, or specialty systems not included in your plan.

- Provide construction, renovation, or improvement work.

If a technician determines that a service cannot be safely performed due to property conditions, the issue will be noted in the service report. No credit or refund will be issued solely because a portion of a visit could not be completed due to property conditions.

4. Home Health Report™ — Informational Only

Annual Home Health Report™ documentation provided by First Due Home Safety LLC reflects our technician's observations at the time of the visit based on visual inspection and standard operational checks. These reports:

- Reflect conditions observed at the time of service only and may not capture latent or concealed defects.
- Are not licensed home inspection reports and should not be relied upon for real estate, mortgage, insurance, or legal purposes.
- Do not establish any warranty or guarantee regarding the condition of your home or its systems.
- Are provided for informational purposes only to assist Members in proactive home maintenance planning.

First Due Home Safety LLC is not responsible for conditions that arise, worsen, or become apparent after the date of service or that were not visible or accessible during the service visit.

5. Emergency Situations

IMPORTANT: If you believe you have a gas leak, fire, carbon monoxide hazard, electrical emergency, medical issue, or any other life-threatening situation, call 911 immediately. Do not rely on First Due Home Safety LLC for emergency response.

First Due Home Safety LLC does not provide emergency response services. Our services are scheduled in advance and are not available on an emergency basis. We are not responsible for property damage, personal injury, or loss of life that occurs as a result of a home emergency, whether or not we have recently performed services at the property.

6. Website, Portal, Billing, and Payments

Portal. The website (www.firstduehome.com) and billing portal may be unavailable due to maintenance, outages, third-party provider issues, security events, or events outside reasonable control.

Payments. Payments may be processed by Stripe or another payment processor. By providing payment information, Member agrees to the payment processor's applicable terms and privacy policy in addition to First Due Home Safety LLC terms.

Third-party links. Website content and third-party links are provided for convenience and general information. First Due Home Safety LLC is not responsible for third-party content, terms, privacy practices, products, or services.

7. Member Obligations

- Provide safe, clear, and timely access for scheduled visits.
- Disclose known hazards, pets, security systems, access restrictions, or unsafe conditions.
- Maintain accurate contact and billing information.
- Use services and portal access only for lawful purposes.
- Promptly review reports and retain licensed professionals for repair or remediation work.
- Maintain homeowner's insurance and continue ordinary safety-device testing and maintenance between visits.

8. Intellectual Property

Home Health Report™ documentation, Aerial Ops™ imagery, proprietary checklists, written materials, website content, logos, and branding are owned by First Due Home Safety LLC or its licensors. Members may use reports for personal home maintenance planning but may not alter, resell, represent them as licensed inspection reports, or commercially exploit them without written permission.

9. Warranty Disclaimer and Limitation of Liability

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW. FIRST DUE HOME SAFETY LLC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TO THE FULLEST EXTENT PERMITTED BY LAW, FIRST DUE HOME SAFETY LLC, ITS MEMBERS, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES. FIRST DUE HOME SAFETY LLC'S TOTAL LIABILITY FOR ANY CLAIM SHALL NOT EXCEED THE AMOUNT PAID BY MEMBER TO FIRST DUE HOME SAFETY LLC IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

Nothing in these Terms & Conditions limits any rights, remedies, warranties, cancellation rights, or disclosures that cannot be waived or limited under applicable law.

10. Dispute Resolution and Governing Law

The parties will first attempt to resolve disputes through good-faith negotiation. If unresolved within thirty (30) days, either party may submit the dispute to binding arbitration under applicable consumer arbitration rules, unless the claim qualifies for small-claims court or applicable law requires another forum. To the extent permitted by law, each party waives jury trial and class-action participation. Florida law governs, without regard to conflict-of-law rules. Venue for legal proceedings will be in Miami-Dade County, Florida, unless consumer law requires otherwise.

11. Updates and Contact

First Due Home Safety LLC may update these Terms & Conditions from time to time. We will provide notice of material changes by email, website, portal, or other legally permitted method. Your continued use of our services following notice of changes constitutes your acceptance of the updated terms.

First Due Home Safety LLC
Email: info@firstduehome.com
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First Due Home Safety LLC — Your Home's First Line of Defense