

HOMEADVISOR, INC.  
PROJECT ADVISOR SERVICES TERMS AND CONDITIONS  
March 4, 2021

For all other services provided by HomeAdvisor, other than Project Advisor Services, please click [here](#).

By using, accessing, or registering on this site, any related individual, market specific or other sites, and/or mobile applications related to HomeAdvisor, its affiliates, parents, and subsidiaries (collectively, "HomeAdvisor" or "us") and/or participating in HomeAdvisor's "Project Advisor Services", you ("you" or "User") hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement and any future amendments and additions to this Agreement as we may publish from time to time (this "Agreement" or "Terms and Conditions"). This Agreement governs your use of our services and platform that facilitates communications between Users and independent home service providers for Project Advisor Services offered through HomeAdvisor, as it may be modified, relocated and/or redirected from time to time.

If you do not agree to accept and be bound by this Agreement, you must immediately stop using HomeAdvisor. HomeAdvisor's acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement. By using HomeAdvisor, you represent and warrant that: (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement. Except as set forth in preceding sentence, the right to use HomeAdvisor is personal to you and is not transferable to any other person or entity.

**IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 27.**

**TERMS AND CONDITIONS**

**1. PROJECT ADVISOR SERVICES**

HomeAdvisor, through its technology platform, makes available certain home services labeled as "Project Advisor Services" to individuals seeking to obtain home services ("Requesters") that HomeAdvisor fulfills using independently-established home service providers customarily engaged in a trade, occupation and/or business of providing the services requested ("Service Providers"). Through Project Advisor Services, you will pay for a portion of your home service upfront (the "Upfront Payment") and you will pay for the remainder of the service upon Project Completion (as defined below). HomeAdvisor and Requester may agree upon a change to the cost of the Project Advisor Services prior to Project Completion, and Requester may be charged an additional Upfront Payment.

**2. NO SCREENING FOR PROJECT ADVISOR SERVICES**

- a. For Project Advisor Services, potential Service Providers are not screened through a background check, license check, credit check, or any other screening procedure. HOMEADVISOR MAKES NO GUARANTEE THAT SERVICE PROVIDERS ON PROJECT ADVISOR SERVICES HAVE A CLEAN CRIMINAL RECORD OR APPROPRIATE LICENSES.
- b. HOMEADVISOR IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING SERVICE PROVIDERS, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY PROJECT ADVISOR SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

**3. PRICING AND PAYMENT FOR PROJECT ADVISOR SERVICES**

- a. **Pricing:** Upon booking, we will display to Requester estimated pricing or a range of estimated pricing for their requested Project (the "Estimate"). The Estimate is not binding on either party and does not represent agreed-upon final pricing. After booking, Requester and HomeAdvisor will agree to final pricing in a separate, signed invoice that sets forth both the pricing for and scope of the Project (the "Invoice"). Notwithstanding the foregoing, in the event that Requester and HomeAdvisor do not execute an Invoice, any post-booking written agreement between the parties about pricing and/or scope shall be binding on the parties (with email sufficing).
- b. **Payment:** Upon booking, we will charge the Requester's credit card for a deposit (the "Deposit"). Upon Project Initiation (as defined below), we will charge the Requester's credit card for the Upfront Payment(s), and upon Project Completion, we will charge the Requester's credit for the remainder of the amount owed in addition to all purchases and payments for reimbursement costs, fees, expenses or applicable taxes associated with the Project Advisor Service, and the Requester hereby authorizes us to charge any credit card on file in the Requester's HomeAdvisor account or other previously approved payment methods for such amounts. *Provided, however,* that for certain projects, we may charge an additional amount after Project Initiation but prior to Project Completion. We will use third party services to process credit card information. By accepting this Agreement, you are giving HomeAdvisor (or a third-party payment processor on HomeAdvisor's behalf) permission to charge any on-file credit card, debit card, or other previously approved methods of payment for fees that you owe HomeAdvisor. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Project Advisor Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with HomeAdvisor at the prices in effect when such charges are incurred. We retain the right, in our sole discretion, to place a hold on the Requester's credit card for an ordered or completed Project Advisor Service transaction. Project Initiation is defined as when either HomeAdvisor or the Service Provider takes a substantial step in relation to the Project Advisor Service, including but not limited to (i) HomeAdvisor paying any non-refundable deposit to a Service Provider, and/or (ii) a Service Provider drafting plans, applying for planning permission, ordering materials, seeking any permit, and/or arriving at the address of the Requester to begin the Project Advisor Service. After HomeAdvisor receives written confirmation from both the Requester and Service Provider that the Project Advisor Service has been completed, as reasonably determined by HomeAdvisor ("Project Completion"), we will mark the Project Advisor Service as completed; provided, however, that Project Completion shall be deemed to have occurred if the Requester does not provide a response to HomeAdvisor within three (3) days of the Service Provider providing written confirmation of such.
- c. **Refunds and Credits:** Except for the Happiness Guarantee in Section 4, no refunds or credits will be provided once the Requester's credit card has been charged, except that at our sole discretion, refunds or credits may be granted in extenuating circumstances. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom. Requesters will be liable for all transaction taxes on the Project Advisor Service provided (other than taxes based on HomeAdvisor's income). If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to HomeAdvisor or third parties, then HomeAdvisor may withhold any payments to you for as long as we determine any related risks to HomeAdvisor or third parties persist. For any amounts that we determine you owe us, we may (i) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (ii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iii) reverse any credits to your bank account; or (iv) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate this Agreement, then we may in our sole discretion permanently withhold any payments to you.

#### 4. HOMEADVISOR HAPPINESS GUARANTEE FOR PROJECT ADVISOR SERVICES

- a. HomeAdvisor Project Advisor Services are eligible for the HomeAdvisor Happiness Guarantee as set forth in Section 13 of HomeAdvisor's general Terms and Conditions, which is incorporated herein by reference.

#### 5. PRICE MATCH PROMISE

Projects that are eligible for the Price Match Promise will have language indicating such eligibility. If there is no reference to a Price Match Promise, that project is not eligible for the Price Match Promise.

##### **Requirements for Submitting a Price Match Claim:**

Your project must be booked through HomeAdvisor.com to qualify for a Price Match, and the lower price must be from a service professional in the HomeAdvisor network. Your claim must be submitted prior to you paying the 10% down payment for your booked project, and it must include a quote and detailed statement of work from the HomeAdvisor service professional offering a lower price. The statement of work must include the service professional's contact information. The statement of work must mirror the details of your booked HomeAdvisor project (i.e. in scope, materials, location of home, and timing).

To submit your claim, email [myproject@homeadvisor.com](mailto:myproject@homeadvisor.com) – or call # (855) 908-0891.

##### **Guidelines and limitations:**

We reserve the right to contact the service professional to verify their quote. If we are not able to verify the lower price, we may decline the claim. HomeAdvisor may deny claims if it believes that the Price Match Promise is being intentionally abused or manipulated to circumvent its intent. A claim may be invalidated if you make any changes to your project after the claim is submitted and approved. Void where prohibited by law. HomeAdvisor may modify or discontinue the Price Match Promise or these terms and conditions at any time in our sole discretion, with or without notice.

6. HOMEADVISOR SAVINGS MEMBERSHIP. If you book a Project Advisor Service subject to these terms, you may be automatically enrolled in a complimentary Savings Membership. If you are so enrolled, your Savings membership will be governed by the [Savings Membership Terms](#), except that your Savings Membership will be free of charge and will not automatically renew, unless you expressly agree otherwise at a later date.

#### 7. OTHER OFFERS AND DISCOUNTS

##### a. Promotional Credit

- i. Promotional credit is only eligible for the specific services designated by HomeAdvisor. Promotional credit is valid for a limited time only and expires on the date indicated when you receive the applicable promotional credit. Failure to use promotional credit before such expiration date will result in the forfeiture of promotional credit. HomeAdvisor reserves the right to cancel promotional credit at any time. No refunds will be granted for any expired or canceled promotional credit.
- ii. HomeAdvisor promotional credit has no intrinsic value, is not redeemable for cash, has no cash value, and serves merely as a means to recognize and provide an incentive to use HomeAdvisor. Promotional credits may not be purchased for cash and HomeAdvisor does not sell promotional credit. Promotional credit is nonrefundable.
- iii. Promotional credits will not be applied against any sales, use, gross receipts or similar transaction based taxes that may be applicable to you, and/or fees or charges for use of any ineligible services.
- iv. Your HomeAdvisor account will be billed for all fees and charges for use of any ineligible services. Each promotional credit can only be used once and your HomeAdvisor account will be billed for all fees and charges for use of any eligible service in excess of the amount of available promotional credit.
- v. Promotional credit you receive is personal to you. You may not sell, license, rent, or otherwise

transfer promotional credit. Promotional credit may be applied only to your account, and may not be applied to any other account.

- b. No other discount, promotion, coupon or offer of the Service Provider, displayed by, promoted by, offered by, or obtained through, HomeAdvisor, may be used in connection with a Service Request. Any discount, promotion, coupon or offer made by a Service Provider in connection with a Service Request, is made solely at the discretion of the Service Provider, and is made directly by and between the Service Provider and you.

## 7. INFORMATION YOU PROVIDE TO US/TCPA CONSENT

Upon using HomeAdvisor, you will be prompted to disclose certain information about yourself and your service requirements, and you will be able to store information, such as home services records, on our website or apps. Some of this information will be sent to Service Providers, who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent and agree to accept to being contacted by us and by our Service Providers, via phone, fax, email, mail, text (SMS) messaging, push notifications, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the Services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. By consenting to being contacted by HomeAdvisor, you understand and agree that you may receive communications, including marketing communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages, sent by or on behalf of HomeAdvisor, its affiliates, subsidiaries, parents and/or Users/Service Providers, including but not limited to: operational communications concerning your account or use of HomeAdvisor or Services, updates concerning new and existing features on HomeAdvisor, communications concerning promotions run by us, and news concerning HomeAdvisor and industry developments. You also authorize HomeAdvisor to send you an automated prerecorded call confirming your service request, along with calls from Service Providers that can help you with your request to the land-line or mobile phone number you provided, and you understand that either HomeAdvisor or the Service Providers may use automated phone technology (including autodialed and prerecorded messages) to provide you with operational communications concerning your account or use of the Services, updates concerning new and existing features on the HomeAdvisor website, communications concerning promotions run by us, and news concerning HomeAdvisor and industry developments, and that your consent is not required to purchase products or services. For complete details on our use of your information, please see our [privacy statement](#). You agree that by completing a service request, you are entering into a business relationship with HomeAdvisor and/or a Service Provider and thus agree to be contacted by HomeAdvisor and/or a Service Provider. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Service Providers that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or HomeAdvisor has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HomeAdvisor has the right to refuse any current or future use of the HomeAdvisor Services (or any portion thereof) by you. You are responsible for any use of the HomeAdvisor Services by persons to whom you intentionally or negligently allow access to your password. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the Services. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your account. You may opt-out of receiving promotional or marketing texts or calls from HomeAdvisor at any time. You may opt-out of receiving all text (SMS) messages from HomeAdvisor (including informational or transactional messages) by replying with the word "STOP" to a text message from us; however you acknowledge that opting out of receiving all texts may impact your use of the Services. You also acknowledge that HomeAdvisor or its third party service providers may record customer service calls after notice to you and with your consent, in order to assist you when you contact our customer support services. You agree to HomeAdvisor's use of a service provider to mask your telephone number when you call or exchange text (SMS) messages with a Service Provider using a telephone number provided by HomeAdvisor. During this process, HomeAdvisor and its service provider will receive in real

time and store call data, including the date and time of the call or text (SMS) message, the parties' phone numbers, and the content of the text (SMS) messages. You agree to the masking process described above and to HomeAdvisor's use and disclosure of this call data for its legitimate business purposes.

TO KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR E-MAIL ADDRESS IS A VERY SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO HOMEADVISOR AND THE SERVICE PROVIDERS, AND TO CONSUMERS, AS WELL AS THE LOSS OF TIME, EFFORT AND EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION FOR A PROJECT ADVISOR SERVICE, INCLUDING BUT NOT LIMITED TO SOME ONE ELSE'S NAME, E-MAIL ADDRESS, PHYSICAL ADDRESS OR PHONE NUMBER OR A RANDOM OR MADE UP NAME, ADDRESS, E-MAIL OR PHONE NUMBER YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO HOMEADVISOR AND EACH SERVICE PROVIDER WHO ACCEPTS SUCH SERVICE REQUESTS, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF \$11,000 TO EACH OF HOMEADVISOR AND EACH OF THE AFFECTED SERVICE PROVIDERS AND FOR EACH OF THE ACTUAL PERSON(S) AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER (FOR EXAMPLE THE ACTUAL OWNER OF THE E-MAIL ADDRESS OR PHONE NUMBER, ETC.), PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS FEES COSTS AND EXPENSE RELATING THERETO, IF APPLICABLE, OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACTIVITY, PLUS REASONABLE LEGAL FEES, COST AND EXPENSES RELATING THERETO, WHICH EVER IS GREATER.

#### **8. PLATFORM MESSAGING; EMAILS**

- a. By submitting a service request, you agree that HomeAdvisor and the Service Providers may send you informational text (SMS) messages as part of the normal business practice of HomeAdvisor. These text (SMS) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from HomeAdvisor at any time by texting the word STOP to 62508 from the mobile device that is receiving the messages. You acknowledge that by opting out of receiving text (SMS) messages from HomeAdvisor and the Service Providers, your use of HomeAdvisor Services may be impacted. HomeAdvisor, its affiliates and its third party service providers may view, store, access and disclose messages exchanged between you and consumers transmitted via HomeAdvisor's messaging platform.
- b. HomeAdvisor may send you confirmation and other transactional emails regarding the Project Advisor Services. HomeAdvisor and its affiliates, subsidiaries, parents may also send you emails about other services that we think might interest you ("Promotional Emails"). You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us.

#### **9. CALL RECORDING**

You acknowledge and agree that HomeAdvisor, and its third party service providers, may monitor and/or record any telephone calls between you and HomeAdvisor.

#### **10. ACCOUNT SECURITY**

- a. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing HomeAdvisor. You are solely and fully responsible for all activities that occur under your password or account, except that HomeAdvisor may, in certain circumstances, access your account to make changes that you request, such as rescheduling a Project Advisor Service appointment. HomeAdvisor has no control over the use of any User's account by the User or third parties and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you must contact us immediately at [www.HomeAdvisor.com/contact](http://www.HomeAdvisor.com/contact).
- b. You will provide us with such proof of identity as we may reasonably request from time to time.

## 11. TERM AND TERMINATION

- a. Term. This Agreement shall continue in full force and effect until such time as it is terminated by you or by us.
- b. Termination by HomeAdvisor. We may terminate this Agreement or terminate or suspend your right to use HomeAdvisor at any time for any or no reason (including, without limitation, in the event that we believe that you have breached this Agreement or any policy posted on HomeAdvisor, or if we otherwise find that you have engaged in inappropriate and/or offensive behavior (collectively, "**Prohibited Conduct**") by providing you with written or email notice of such termination to the physical or email address you have provided us, and termination will be effective immediately upon such notice. Except in the event that we terminate or suspend your right to use HomeAdvisor due to any Prohibited Conduct, we will refund in full any payments for Project Advisor Services that have not been performed or completed. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. When terminating your account, HomeAdvisor may delete the account and all the information in it. You have no ownership rights to your account.
- c. Termination by You. You may terminate this Agreement by completely and permanently ceasing to use HomeAdvisor (provided that there are no outstanding Project Advisor Services ordered under your password or account) and by closing any account you have opened on HomeAdvisor. If you attempt to terminate this Agreement while there are still outstanding Project Advisor Services ordered under your password or account, this Agreement shall not terminate until such Project Advisor Services have been performed or otherwise canceled as permitted by HomeAdvisor.
- d. Cancellation Policy for Project Advisor Service Cancellation by Requester. HomeAdvisor's cancellation policy for specific Project Advisor Services is as follows: Requesters may cancel their Project Advisor Service through HomeAdvisor at any time, subject to the following conditions: (i) if a Requester cancels before Project Initiation, HomeAdvisor may retain the Deposit as a cancellation fee; and (ii) if a Requester cancels after Project Initiation, then Requester shall be charged a cancellation fee equal to the greater of (1) all or a portion of the Upfront Payment(s), as determined by HomeAdvisor in its sole discretion, or (2) the sum of (i) any materials purchased for Project Advisor Service, (ii) the time spent by the Service Provider on the Project Advisor Service through receipt of the cancellation request to be charged at Service Provider's customary rates, and (iii) any other expense or fee incurred by the Service Provider and/or HomeAdvisor in relation to the Project Advisor Service. A Project Advisor Service appointment may be canceled by contacting the HomeAdvisor Project Advisor team at [myproject@homeadvisor.com](mailto:myproject@homeadvisor.com) or by mailing a notice of cancellation to HomeAdvisor, Inc. Attn.: Legal, 3601 Walnut St, Suite 700, Denver CO, 80205. If Requester does not respond to HomeAdvisor's multiple, reasonable attempts to contact Requester regarding a particular Project Advisor Service, Requester shall be deemed to have cancelled that Project Advisor Service and the terms herein shall apply. Notwithstanding anything herein, any amount held by HomeAdvisor as a Deposit or an Upfront Payment shall not be returned by HomeAdvisor to the Requester in instances where Requester has cancelled a Project Advisor Service but uses any materials or correspondence provided or facilitated by HomeAdvisor in order to proceed with the home service that was the subject of the Requester's Project Advisor Service request.
- e. Policy for Service Cancellation by Service Provider. Except for Project Advisor Services that are requested through Home Improvement Referrals, when a Service Provider cancels a scheduled Project Advisor Service, HomeAdvisor generally notifies the Requester and may make the Requester's Project Advisor Service request available for another Service Provider to select. However, HomeAdvisor cannot guarantee that a canceled Project Advisor Service will be selected by another Service Provider and rescheduled or that the Project Advisor Service request will be completed.
- f. Policy for Service Cancellation by HomeAdvisor. HomeAdvisor reserves the right to cancel a Project Advisor

Service for any reason, whereupon HomeAdvisor shall return all or a portion of the Upfront Payment, as determined by HomeAdvisor in its sole discretion.

## **12. LIMITED LICENSE; INTELLECTUAL PROPERTY RIGHTS**

HomeAdvisor, and the information, data, content and materials, which it contains ("HomeAdvisor Materials"), are the property of HomeAdvisor and/or its affiliates, subsidiaries, parents and licensors, excluding User-generated content, which HomeAdvisor has a right to use as described below. The HomeAdvisor Materials are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. HomeAdvisor and/or its affiliates, subsidiaries, parents and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the HomeAdvisor Materials. Any use of HomeAdvisor Materials, other than as expressly permitted herein, is prohibited without the prior permission of HomeAdvisor and/or the relevant right holder. The service marks and trademarks of HomeAdvisor, including without limitation [HomeAdvisorbook.com](http://HomeAdvisorbook.com), [HomeAdvisor.com](http://HomeAdvisor.com) and the HomeAdvisor logo are service marks owned by HomeAdvisor. Any other trademarks, service marks, logos and/or trade names appearing on HomeAdvisor are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on HomeAdvisor without the express prior written consent of the owner.

## **13. REVIEWS; CONTENT LICENSE**

- a. You agree that within fourteen (14) calendar days upon completion of any Project Advisor Services to submit a written review on the HomeAdvisor website with respect to the provision of such services.
- b. Although HomeAdvisor does not claim ownership of any of the communications, information, review, data, text or other materials you give us (collectively, the "Content") by providing Content for the Site, you automatically grant, and you represent and warrant that you have the right to grant, to HomeAdvisor an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing HomeAdvisor with Content, you automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on the Site by any other party.

## **14. MODIFICATION, LIMITATION AND DISCONTINUANCE**

HomeAdvisor reserves the right at any time to limit access to, modify, change or discontinue Project Advisor Services with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of Project Advisor Services. You agree that HomeAdvisor will not be liable to you or to any third party for any such limitation, modification, change, suspension or discontinuance of Project Advisor Services. You agree that HomeAdvisor may establish general practices, policies and limits, which may or may not be published, concerning the use or operation of Project Advisor Services.

## **15. DELAYS**

HomeAdvisor is not responsible for any delays, failures or other damage resulting from delays and/or other problems inherent in the use of the Internet and electronic communications.

## **16. FEEDBACK**

Although we do value your feedback on our platform, please be specific in your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such submissions will be the property of HomeAdvisor. In addition, none of the Submissions will be subject to any obligations of confidentiality and HomeAdvisor will not be liable for any future use or disclosure of such Submissions.

## **17. RATINGS & REVIEWS ARE NOT ENDORSED BY HOMEADVISOR**

All Ratings and Reviews of a Service Provider displayed to you reflect the opinions of other consumers, and do not reflect or represent the opinions or representations of HomeAdvisor. HomeAdvisor disclaims any and all representations or warranties with regard to the Ratings and Reviews. **HomeAdvisor does not assume responsibility or liability** for any Review or for any claims, damages, or losses resulting from any use of the Site or the materials contained therein.

#### 18. ARTICLES AND OTHER CONTENT

HomeAdvisor provides certain content relating to home improvement, repair, maintenance ("Articles"), on the HomeAdvisor or apps, and via mobile applications owned and operated by HomeAdvisor. Such Articles are provided "As-Is", without any warranties or representations, and you assume all liability and responsibility for your use of such Articles. You understand and agree that the Articles do not provide advice, and that such Articles are no substitute for the advice of a Service Provider.

#### 19. LINKS TO THIRD PARTY SITES

The links in the HomeAdvisor or apps will let you leave HomeAdvisor's Web site. The linked sites are not under the control of HomeAdvisor and HomeAdvisor is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. HomeAdvisor is not responsible for webcasting or any other form of transmission received from any linked site. HomeAdvisor is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by HomeAdvisor of the site. **YOU ACCESS THIRD PARTY SITES AT YOUR OWN RISK. HOMEADVISOR EXPRESSLY DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE AND/OR VIEWING OF ANY THIRD PARTY SITES, AND YOU HEREBY AGREE TO HOLD HOMEADVISOR HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.**

#### 20. THIRD PARTY COPYRIGHTS AND OTHER RIGHTS

HomeAdvisor respects the intellectual property rights of others. If you believe that your copyright has been infringed, please send us a notice as set forth in our [Copyright and DMCA Policy](#), which is incorporated into these Terms and Conditions. For other intellectual property claims, please send us a notice at [dmcacopyrightnotice@homeadvisor.com](mailto:dmcacopyrightnotice@homeadvisor.com).

#### 21. RULES FOR USE OF HOMEADVISOR

During the term of this Agreement, Requesters may use HomeAdvisor for your personal use only (or for the use of a person, including a company or other organization that you validly represent). Requesters may use HomeAdvisor to request Project Advisor Services solely with respect to a location where the Requester is legally authorized to have Professional Services performed. Requesters may not use HomeAdvisor for any other purposes or in connection with any commercial endeavors whatsoever without our express prior written consent. Requesters agree that an order for Project Advisor Services is an offer, which is only accepted when the Requester receives a confirmation of the order. Requesters agree to treat Service Providers courteously and lawfully, to provide a safe and appropriate working environment for them that is in compliance with all applicable laws and regulations, and to provide reasonable co-operation to Service Providers to enable them to supply Project Advisor Services. Requesters agree to comply with our complaint and other policies designated on the site. Requesters acknowledge that their selected Service Provider may be unavailable from time to time. You shall NOT use HomeAdvisor to do any of the following:

- a. Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer.
- b. Upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party.
- c. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Users.
- d. Post a review or rating unless such review or rating contains your independent, honest, genuine opinion.
- e. Use HomeAdvisor or any Project Advisor Service for any purpose or in any manner that is in violation of local,



state, national, or international law.

- f. Publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or content that involve the sale of counterfeit or stolen items.
- g. Advertise or offer to sell any goods or services for any commercial purpose or solicit employment or contract work which is not relevant to services offered through HomeAdvisor. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to Project Advisor Services facilitated through HomeAdvisor without express written permission from us.
- h. Use HomeAdvisor to collect usernames and/or email addresses of members by electronic or other means without our express prior written consent.
- i. Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- j. Impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your account.
- k. Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.
- l. Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through HomeAdvisor, or post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.
- m. Restrict or inhibit any other User from using and enjoying HomeAdvisor.
- n. Imply or state that any statements you make are endorsed by us, without our prior written consent.
- o. Reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with HomeAdvisor, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index HomeAdvisor in any manner, or attempt to do any of the foregoing.
- p. Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us.
- q. Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- r. Upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18, in an abusive, violent or sexual manner.
- s. Register to use HomeAdvisor under different usernames or identities, after your account has been suspended or terminated.
- t. Mirror or archive any part of HomeAdvisor or any content or material contained on HomeAdvisor without HomeAdvisor's written permission.
- u. Forge any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting or providing false or misleading representations in the sender information, subject line, locator, or content of any electronic message.
- v. Alter transmission data without HomeAdvisor's consent.

## 22. CONFIDENTIALITY

The term "Confidential Information" shall mean any and all of HomeAdvisor's trade secrets, confidential and proprietary

information, personal information and all other information and data of HomeAdvisor that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. HomeAdvisor contains secured components that are accessible only to those who have been granted a username and password by HomeAdvisor. Information contained within the secure components of HomeAdvisor is confidential and proprietary. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of HomeAdvisor and agree that you will not use Confidential Information other than as necessary for you to make use of HomeAdvisor as expressly permitted by this Agreement and only during the term of this Agreement. You will not disclose or transfer (or seek to induce others to disclose or transfer) any Confidential Information for any purpose. You shall promptly notify HomeAdvisor in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall implement reasonable technical, physical and administrative safeguards to protect Confidential Information from loss or theft, as well as unauthorized access, disclosure, copying, transfer, modification or use. You shall return all originals and any copies of any and all materials containing Confidential Information to HomeAdvisor upon termination of this Agreement for any reason whatsoever.

### **23. NOTICE SPECIFIC TO DOCUMENTS AND INFORMATION AVAILABLE ON THIS WEBSITE**

Permission to use documents (such as press releases, datasheets, content, informational items and FAQs) from the HomeAdvisor server ("Server") is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the Web site is for your informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Educational institutions (specifically K-12, universities and state community colleges) may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission of HomeAdvisor. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the HomeAdvisor or apps or any other HomeAdvisor owned, operated, licensed or controlled site. Elements of the HomeAdvisor or apps are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any HomeAdvisor web Site may be copied or retransmitted unless expressly permitted by HomeAdvisor. You may not use any deep-link, page-scrape, spider, robot, crawl, index, Internet agent or other automatic device, program, algorithm or technology which does the same things, to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches or monitor any portion of this website. HOMEADVISOR AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HOMEADVISOR AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE HOMEADVISOR WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HOMEADVISOR AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

### **24. WARRANTY DISCLAIMER**

You understand and agree that TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PROJECT ADVISOR SERVICES PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT HOMEADVISOR ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PROJECT ADVISOR SERVICES PROGRAM. HOMEADVISOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (B) ANY CONTENT OR INFORMATION YOU PROVIDE OR HOMEADVISOR COLLECTS WILL NOT BE DISCLOSED, (C) ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED IN CONNECTION WITH PROJECT ADVISOR SERVICES WILL BE FREE FROM DEFECT, (D) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED, (E) AS TO ANY SERVICE PROVIDER'S REGISTRATION, SERVICE PROVIDER ACCREDITATION OR LICENSE, (F) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF HOMEADVISOR, OR (G) AS TO

THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES, PROJECT ADVISOR SERVICES, ANY PRODUCTS, MERCHANDISE, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF HOMEADVISOR OR THIS AGREEMENT. NEITHER HOMEADVISOR NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF HOMEADVISOR (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY REQUESTERS OR SERVICE PROVIDERS). NEITHER HOMEADVISOR NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT HOMEADVISOR IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT THE PARTICIPATION IN PROJECT ADVISOR SERVICES, USE OF SERVICES OFFERED BY AND THROUGH HOMEADVISOR, AND THE SITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to you as they relate to implied warranties.

## 25. LIMITATION OF LIABILITY

YOU AGREE NOT TO HOLD HOMEADVISOR, ITS AFFILIATES, ITS PARENTS, ITS SUBSIDIARIES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS (COLLECTIVELY, "MEMBERS") LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE HOMEADVISOR, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY HOMEADVISOR OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL HOMEADVISOR OR MEMBERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE HOMEADVISOR OR ANY PROJECT ADVISOR SERVICES, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE HOMEADVISOR'S PROJECT ADVISOR SERVICES GUARANTEE, UNDER NO CIRCUMSTANCES WILL HOMEADVISOR OR MEMBERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE HOMEADVISOR OR ANY PROJECT ADVISOR SERVICES, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. HOMEADVISOR AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH HOMEADVISOR, THE PROJECT ADVISOR SERVICES, THE MERCHANDISE OR THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT HOMEADVISOR OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LESSER OF (1) TOTAL FEES PAID BY YOU TO HOMEADVISOR DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE. OR (2) THE AMOUNT EXPRESSLY PERMITTED UNDER THE HOMEADVISOR PROJECT ADVISOR SERVICES GUARANTEE AS SET FORTH IN SECTION 4.

NOTHING IN THIS AGREEMENT OR HOMEADVISOR CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE SERVICE PROVIDER.

BY USING HOMEADVISOR, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE HOMEADVISOR.

YOU ACCEPT THAT, AS A CORPORATION, HOMEADVISOR HAS AN INTEREST IN LIMITING THE PERSONAL LIABILITY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES. YOU AGREE THAT YOU WILL NOT BRING ANY CLAIM PERSONALLY AGAINST HOMEADVISOR'S OFFICERS, DIRECTORS OR EMPLOYEES IN CONNECTION WITH ANY DISPUTE, LOSS OR DAMAGE. WITHOUT PREJUDICE TO THE FOREGOING, YOU AGREE THAT THE LIMITATIONS OF WARRANTIES AND LIABILITY SET OUT IN THIS AGREEMENT WILL PROTECT THE HOMEADVISOR'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, ASSIGNS AND SUB-CONTRACTORS AS WELL AS HOMEADVISOR.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## 26. INDEMNIFICATION

You agree to indemnify, defend and hold harmless HomeAdvisor, its officers, directors, parents, subsidiaries, affiliates, managers, owners, employees, agents, designees, users, successors, assigns, service providers, attorneys, independent contractors and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and costs incurred due to or arising from: (a) any violation of this Agreement by you; (b) any goods or services purchased by or contracted by you through Project Advisor Services; (c) any violation of any rights of another or harm you may have caused to another; (d) your violation of any applicable law or regulation; (e) your violation of the rights of another (including but not limited to Service Providers), and (f) Your information and Content that you submit or transmit through HomeAdvisor. HomeAdvisor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of HomeAdvisor.

## 27. NOTICE

You agree that HomeAdvisor may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on the Site. All notices to HomeAdvisor will be provided by either sending: (i) an email to [legal@homeadvisor.com](mailto:legal@homeadvisor.com); or (ii) a letter, first class certified mail, to HomeAdvisor, Attn: Chief Legal Officer, 3601 Walnut St, Suite 700, Denver CO, 80205. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

## 28. MUTUAL ARBITRATION AGREEMENT

- a. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and HomeAdvisor, including without limitation any dispute or claim related to or arising out of this Agreement ("**Dispute**"), you and HomeAdvisor may attempt to negotiate any Dispute informally (the "**Informal Negotiations**") before initiating any arbitration or court proceeding. Such Informal Negotiations will commence upon written notice. Your address for any notices under this section is your email address and/or physical address that you have provided to HomeAdvisor. HomeAdvisor's address for such notices is: [legal@HomeAdvisor.com](mailto:legal@HomeAdvisor.com) and/or by mail to HomeAdvisor Technologies, Inc., Attn: Legal, 3601 Walnut St, Suite 700, Denver CO, 80205.
- b. Arbitration. If a Dispute is not resolved through Informal Negotiations, you and HomeAdvisor agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("**Arbitration Agreement**"). This Arbitration Agreement shall be governed by the Federal Arbitration Act and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "**AAA Rules**") of the American Arbitration Association ("**AAA**") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**"), both of which are available at the AAA website ([www.adr.org](http://www.adr.org)). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If you are unable to pay such costs, HomeAdvisor will pay all arbitration fees and expenses. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Section d below.
- c. Excluded Disputes. You and HomeAdvisor agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your

or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for temporary or preliminary injunctive relief on the ground that without such relief the arbitration provided in this Arbitration Agreement may be rendered ineffectual.

- d. **WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION.** You and HomeAdvisor agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action (“**Class Action Waiver**”). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.
- e. **Rules/Standards Governing Arbitration Proceeding.** A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator’s decision/award.
- f. **Severability.** You and HomeAdvisor agree that if any portion of this section entitled “Mutual Arbitration Agreement” is found illegal or unenforceable, that portion will be severed and the remainder of this Section 27 will be given full force and effect.

## **29. GOVERNING LAW; JURISDICTION; TIME LIMITATION FOR CLAIMS**

Except for the Arbitration Agreement in Section 27, which is governed by the Federal Arbitration Act and except as may be prohibited by the law of the State in which you primarily reside, this Agreement is governed and interpreted pursuant to the laws of the State of Colorado, United States of America, notwithstanding any principles of conflicts of law. For all Disputes not subject to arbitration, You agree to submit to the personal and exclusive jurisdiction and venue of the courts located within the county of Denver, Colorado. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Site or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

## **30. INDEPENDENT SERVICE PROVIDERS**

HOMEADVISOR PROVIDES A SOFTWARE PLATFORM WHICH ALLOWS YOU TO PURCHASE PROJECT ADVISOR SERVICES FROM HOMEADVISOR THAT HOMEADVISOR FULFILLS USING INDEPENDENT SERVICE PROVIDERS. HOMEADVISOR IS NOT THE EMPLOYER OF ANY SERVICE PROVIDER AND SERVICE PROVIDERS ARE NOT HOMEADVISOR’S AGENT FOR ANY PURPOSE WHATSOEVER. YOU ACKNOWLEDGE THAT THE INDEPENDENT SERVICE PROVIDERS ARE INDEPENDENT CONTRACTORS AND HOMEADVISOR DOES NOT SUPERVISE, DIRECT, OR CONTROL A SERVICE PROVIDER’S WORK IN ANY MANNER.

## **31. ENTIRE AGREEMENT**

This Agreement entered into by you and HomeAdvisor governs your use of the Site and constitutes the entire agreement between you and HomeAdvisor with respect to Project Advisor Services. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and HomeAdvisor regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between you and third parties, including but not limited

to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with your obligations and duties to HomeAdvisor under this Agreement.

### 32. MISCELLANEOUS

This Agreement may not be re-sold or assigned by you. If you assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of HomeAdvisor's rights if HomeAdvisor fails to enforce any of the terms or conditions of this Agreement against you. In the event a court finds a provision in this Agreement to not be valid, you and HomeAdvisor agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between you and HomeAdvisor as a result of this Agreement or use of the Site. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement. Except as provided in the foregoing sentence, you agree that no other third party shall be a beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SITE OR PARTICIPATE IN PROJECT ADVISOR SERVICES. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.