

## ANGI PAY TERMS AND CONDITIONS

*Last updated on July 1, 2021*

Below sets forth the Angi Pay terms and conditions ("Terms and Conditions") that govern the relationship between Angie's List, Inc. d/b/a Angi ("Angi") and Service Providers that advertise coupons and/or deals on the Angi platform ("Advertisers," or "you") to Angi consumers ("Consumers").

When a project has been completed, you may be offered the ability to receive your payment from the Consumer directly via the Angi Ads mobile application ("Angi Pay") in one of two ways, either by you requesting payment from a Consumer, or by a Consumer initiating payment to you. To request payment, you log into your Angi Ads App, go to your Lead Details, and click request payment for the appropriate Lead. If a Consumer has sent you money for services, you will be able to log into your Angi Ads App, select how you wish to be paid (either to your bank account or to a debit card), and the payment will be processed within twenty four (24) hours. You will have sixty (60) days after the Consumer submits a payment to collect the payment. Should you opt out of Angi Pay (by going to Settings in your App, clicking the Angi Pay section and selecting Disable Angi Pay) or fail to collect your payment within this sixty-day period, you and the Consumer will be notified that the payment has been cancelled, and you will need to seek payment from the Consumer directly. Angi Pay may not be used to charge a Lead fee to a consumer, it may only be used for collecting payment for a won job.

By participating in Angi Pay and agreeing to the Terms and Conditions, you agree that you are accepting payments from Angi Consumers via Angi Pay and that Angi is authorized to store your bank account or debit card information for future payments, and that Angi may deposit all future payments into your Angi Pay account. You further agree that you will not seek payment from the Consumer directly where you have received payment from the Consumer through Angi Pay, and that you will only seek payment for services you have performed or will perform.

Angi, in its sole and absolute discretion, may refuse to approve or may terminate existing enrollments for Angi Pay with or without cause or notice, other than any notice required by any applicable law, and not waived herein. Angi may ban you from using Angi Pay (and the Advertising Program) if we believe you are abusing Angi Pay. Angi may also cancel a payment request made through Angi Pay if such request is improper in Angi's reasonable commercial discretion.

You acknowledge and agree that your payments made through Angi Pay are transactions between you and the Consumer and not with Angi or any of its affiliates.

Angi Pay may not be used to process a payment, or otherwise transfer money between you and a Consumer,

that is unrelated to the Consumer's purchase of services from you. You may not use Angi Pay to purchase any illegal goods or services or for any other underlying illegal transaction. You agree that you will not use Angi Pay to purchase any services or products that violate this Agreement, other policies or rules applicable to Angi Pay, or applicable law. Failure to comply with these limitations may result in suspension or termination of your use of Angi Pay and/or this Agreement.

You agree to release Angi, its affiliates, and their agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute related to Angi Pay. You agree that you will not involve Angi in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement in connection with Angi Pay. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of Angi and its affiliates and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth in Sections 24-25. However, nothing in this Agreement waives any rights, claims or defenses that you may have with respect to a payment under an agreement with your method of payment issuer, the card association rules or applicable state and federal laws.

Payment processing services for Advertisers are provided by Stripe and are subject to the Stripe Connected Account Agreement, located at <https://stripe.com/us/connect-account/legal>, which includes the Stripe Terms of Service, located at <https://stripe.com/us/legal> (collectively, the Stripe Services Agreement). By agreeing to these terms herein, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of participating in Angi Pay through Stripe, you agree to provide Angi accurate and complete information about you and your business, and you authorize Angi to share it and transaction information related to your use of the payment processing services provided by Stripe. You also authorize Angi to pass on information provided by you (e.g. your date of birth or the last four digits of your social security number) to Stripe so that Stripe may use it to protect the integrity of your account.

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.

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 Angi or third parties, or any payments to consumers that Angi makes, then Angi may either charge your method of payment on file with us for such payments, or withhold any payments to you for as long as we determine any related risks to Angi or third parties persist. For any amounts that we determine you owe us, we may (i) immediately charge your method of payment; (ii) 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; (iii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iv) reverse any credits to your bank account; or (v) collect payment or reimbursement from you by any other lawful means.

