

For HomeAdvisor's Project Advisor Terms, please click [here](#). For HomeAdvisor's Fixed Price Services Terms, please click [here](#).

This Website and the services of HomeAdvisor (the "Services") are offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the "Terms and Conditions"). Your use of this Website or submission of service requests via telephone constitutes your agreement to all such terms, conditions, and notices in effect at such time. These Terms and Conditions apply to any Services or properties such as websites or apps owned and operated by HomeAdvisor (including but not limited to HomeAdvisor.com, the DesignMine website and app, ProFinder app, HomeSavvy app, Home911 app, etc) and collectively referred to herein as "HomeAdvisor," on which a link to these Terms & Conditions appears. If you have any questions regarding these Terms & Conditions, you may contact us at [www.HomeAdvisor.com](http://www.HomeAdvisor.com). We may amend these Terms & Conditions at any time by posting a revised version of these Terms and Conditions. These Terms & Conditions were last updated on **September 9, 2020**.

**IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 19.**

#### 1. INTRODUCTION TO HOMEADVISOR

Upon registration, you may choose your own password or HomeAdvisor will assign you a password to access the Services through the HomeAdvisor website or apps.

#### 2. THE STANDARD SERVICES

At HomeAdvisor we are committed to making your total HomeAdvisor experience a positive one. There are several ways you can find service professionals through HomeAdvisor (collectively, "Service Professionals"). ProFinder is our service where you request a referral for a specific task, and we refer you to up to four Service Professionals. Also you may select or search for individual Service Professionals from our Live Directory (a.k.a. Pro Reviews), a directory of Service Professional members along with their ratings and reviews.

- a. **ProFinder.** Upon entering your information and the request for which you would like a Service Professional, we will attempt to match you with up to four Service Professionals in your area, who may be interested in fulfilling your service need. However, we do not guarantee that we will be able to match your service needs with a Service Professional or that there are Service Professionals in your area that are either capable or willing to complete your service needs.
- b. **LiveDirectory (a.k.a. ProReviews).** You can view a directory of Service Professionals in your selected zip code who provide services in the project categories that you select. These listings include ratings and reviews of those Service Professionals from their customers, when available.
- c. **Instant Connect.** With Instant Connect, you can request that HomeAdvisor connect you with a Service Professional by phone immediately. If you request, HomeAdvisor will search for a Service Professional and connect you with them by phone.
- d. **Instant Booking.** You can choose to schedule appointments with certain of our Service Professionals right on the HomeAdvisor website. Please be aware that HomeAdvisor does not guarantee that the Service Professionals will be on time for, or show up for, any such booked appointments, as the Service Professionals are not the employees, contractors or agents of HomeAdvisor. HomeAdvisor is solely providing the platform to facilitate scheduling of appointments between you and the Service Professionals.
- e. **No Guarantees or Endorsements.** Although we take certain steps to examine the credentials of the Service Professionals listed on our website or whom you may book using our Services, we make no guarantees, warranties or representations regarding the skills or undertakings of such Service Professional or the quality of the job that he or she may perform for you if you elect to retain their services. **HomeAdvisor does not**

**endorse or recommend the services of any particular Service Professional.** Except as set forth below in Paragraph 11 and Paragraph 12, we do not independently verify their representations about their services, nor validate any reviews. It is entirely up to you to evaluate the Service Professional and the Service Professional's qualifications, and to enter into a direct contract or otherwise reach agreement with a Service Professional. We do not guarantee or warrant any Service Professional's performance on the job or the outcome or quality of the services performed. The Service Professionals are not employees or agents of HomeAdvisor, nor is HomeAdvisor an agent of the Service Professionals.

- f. **No Contracting via the HomeAdvisor Website.** HomeAdvisor may inform you of certain offers or discounts provided by a Service Professional. Such offers or discounts are made solely by the Service Professional, and HomeAdvisor does not guarantee or warrant the pricing or discounts that a Service Professional may offer you. Any quotes provided by Service Professionals via the HomeAdvisor or apps, or which you find on the HomeAdvisor or apps, are not contractually binding offers, are for informational purposes only, and cannot be accepted on or via HomeAdvisor. No contractual arrangement is created based upon the quotes provided to you from Service Professionals (or your scheduling of an appointment with a Service Professional) via HomeAdvisor. To contract with a Service Professional, you must work directly with the Service Professional. HomeAdvisor does not perform, and is not responsible for, any of the Services requested by you in your service request. Your rights under contracts you enter into with Service Professionals are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. HomeAdvisor is not a party to such agreements. All payments and applicable taxes must be made to the Service Professional in accordance with the agreements.
- g. **Release from Damages or Claims.** Should you have a dispute with respect to any services provided by a Service Professional or the fees charged by any Service Professional, you must address such dispute with the Service Professional directly (although you may copy HomeAdvisor on the fee disputes). YOU HEREBY AGREE TO RELEASE HomeAdvisor (AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH SERVICE PROFESSIONALS.

### 3. YOUR USE OF THE HOMEADVISOR SERVICES AND PROHIBITED USES

You acknowledge and agree that your use of HomeAdvisor is for your personal use and not for advertising or commercial purposes. You agree not to copy/collect HomeAdvisor content via robots, spiders, scripts, scrapers, crawlers, or any automated or manual equivalent (e.g., by hand). You may not use HomeAdvisor to recreate or compete with HomeAdvisor, to solicit or harass Service Professionals, or for any other purpose not contemplated herein. You acknowledge that a violation of the foregoing could result in significant damages, and you agree that you are liable to HomeAdvisor for any such damages, and will indemnify HomeAdvisor in the event of any claims against HomeAdvisor based on or arising from your violation of the foregoing. We reserve the right to revoke your access to any HomeAdvisor Services, products or properties at any time. All information about Service Professionals is confidential and for your personal use only. If it is determined or suspected by HomeAdvisor in its sole discretion that you are misusing or attempting to misuse or circumvent the HomeAdvisor services or system, or are using or attempting to use them for any inappropriate or non-personal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming, HomeAdvisor reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

### 4. PAYMENTS

We may allow you to pay for goods or services provided by Service Professionals, through the HomeAdvisor

website, apps, or services. Should you have any dispute with the goods or services provided by the Service Professional(s) you select, as set forth in in Section 2(f), you must contact the Service Professional and resolve such dispute with the Service Professional. However, if the dispute is regarding the amount of money that you paid for the services by the Service Professional (including that you were not charged the amount you agreed to in your agreement with the Service Professional) please advise us immediately. If we have not heard from you with documented proof of any issues provided within ten (10) days after the payment has been made for the Service Professional services, the purchase of the services is final and you will not be entitled to a refund, except as may expressly be limited by Federal, state or local law.

## 5. HOMEADVISOR PAY

- a. When a project has been completed, you may be offered the ability to pay your Service Professional directly via the HomeAdvisor mobile application ("HomeAdvisor Pay"). If your Service Professional has opted in to HomeAdvisor Pay, you will be able to log into your HomeAdvisor App, select which Service Professional you are paying, enter the amount of the payment, and input your method of payment (only credit card, Android Pay, and Apple Pay are permitted). Your Service Professional may also initiate the payment request. If you use HomeAdvisor Pay to pay your Service Professional but did not book your home service through HomeAdvisor, you will not be eligible for the HomeAdvisor Happiness Guarantee. By using HomeAdvisor Pay even where you were not previously a HomeAdvisor member, you are agreeing to HomeAdvisor's terms and conditions.
- b. By participating in HomeAdvisor Pay and agreeing to the HomeAdvisor Terms, you agree that HomeAdvisor is authorized to charge your method of payment for the amount selected by you in the App, and to for HomeAdvisor's payment processor, Stripe, to store such credit card information in case of future payments. The Service Professional will have sixty (60) days after you submit your payment to collect the payment. Should the Service Professional opt out of HomeAdvisor Pay at any time or fail to collect your payment within this fourteen day period, you will be notified and the payment will be refunded to your method of payment. In this case, you will need to pay the Service Professional directly, and you represent and warrant that you will promptly do so for the full amount owed for your project.
- c. You authorize HomeAdvisor to confirm that your method of payment is in good standing with the issuing financial institution, including, but not limited to, by submitting a request for a payment authorization and/or a low dollar credit and/or debit to the method of payment in accordance with the relevant card association as applicable. HomeAdvisor, in its sole and absolute discretion, may refuse to approve or may terminate existing enrollments for HomeAdvisor Pay with or without cause or notice, other than any notice required by any applicable law, and not waived herein. Payments made through HomeAdvisor Pay are also subject to the terms and conditions governing your method of payment between you and the issuer of your method of payment. You are responsible for any charges and related fees that may be imposed under the terms and conditions of your method of payment.
- d. You acknowledge and agree that your payments through HomeAdvisor Pay are transactions between you and the Service Professional and not with HomeAdvisor or any of its affiliates. HomeAdvisor is not a party to your payments unless expressly designated as such on the HomeAdvisor website. You also agree that HomeAdvisor may update your payment information, including expiration date and card number, due to information received under certain account updater programs created by payment networks. Under these programs, enrolled card issuers and merchants can provide and/or receive up to date payment card-related information from payment networks regarding your method of payment stored by HomeAdvisor. HomeAdvisor may reflect these changes to your stored payment information to prevent payment failure or service termination.
- e. You also agree that a Service Professional, and HomeAdvisor acting on behalf of the Service Professional, may resubmit a payment for processing one or more times in the event that a prior

payment made through HomeAdvisor Pay is declined or returned by the payment network.

- f. HomeAdvisor Pay may not be used to process a payment, or otherwise transfer money between you and a Service Professional, that is unrelated to your purchase of services from the Service Professional. You may not use HomeAdvisor Pay to purchase any illegal goods or services or for any other underlying illegal transaction. You agree that you will not use HomeAdvisor Pay to purchase any services or products that violate these Terms, other policies or rules applicable to HomeAdvisor Pay, or applicable law. Failure to comply with these limitations may result in suspension or termination of your use of HomeAdvisor Pay and/or your HomeAdvisor account.
- g. Except as set forth in these Terms, all payments processed are non-refundable to you by HomeAdvisor and are non-reversible by you through HomeAdvisor Pay. You may have additional refund or charge-back rights under your method of payment issuer agreement or applicable state and federal laws.
- h. You agree to release HomeAdvisor, 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 HomeAdvisor Pay. You agree that you will not involve HomeAdvisor in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement in connection with HomeAdvisor Pay. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of HomeAdvisor 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 Section 19. However, nothing in these Terms 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. 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.
- i. Payment processing services 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 HomeAdvisor Pay through Stripe, you agree to provide HomeAdvisor accurate and complete information about you, and you authorize HomeAdvisor to share it and transaction information related to your use of the payment processing services provided by Stripe.

## **6. HOMEADVISOR SAVINGS MEMBERSHIP.**

- a. **Select:** HomeAdvisor may from time to time offer Requesters the opportunity to purchase certain Fixed Price Services and other HomeAdvisor services at a discount provided the Requester first agrees to purchase an annual HomeAdvisor Savings Membership ("HomeAdvisor Savings Membership"). Any discounts obtained through HomeAdvisor Savings Membership cannot be combined or used with any other discounts, coupons or offers on the Fixed Price Services.
- b. **BILLING AND AUTOMATIC RENEWAL:** When you first sign up and purchase HomeAdvisor Savings Membership, you will be billed immediately for your initial HomeAdvisor Savings Membership subscription period. BY ENROLLING IN HOMEADVISOR SAVINGS MEMBERSHIP, IN ADDITION TO ANY PROFESSIONAL SERVICES YOU PURCHASE THROUGH HOMEADVISOR SAVINGS MEMBERSHIP, YOU AUTHORIZE HOMEADVISOR TO CHARGE YOU FOR YOUR INITIAL HOMEADVISOR SAVINGS MEMBERSHIP SUBSCRIPTION PERIOD AND A RECURRING ANNUAL MEMBERSHIP AT THE THEN CURRENT RATE, WHICH MAY CHANGE FROM TIME TO TIME. YOUR HOMEADVISOR SAVINGS MEMBERSHIP WILL AUTOMATICALLY RENEW AND PRIOR TO THE START OF THE NEXT SUBSCRIPTION PERIOD, YOU WILL BE CHARGED THE APPLICABLE HOMEADVISOR SAVINGS MEMBERSHIP FEE TO YOUR PROVIDED PAYMENT METHOD ON

A RECURRING BASIS UNTIL CANCELED AS SET FORTH HEREIN. UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT YOUR HOMEADVISOR SAVINGS MEMBERSHIP TO AUTO RENEW, YOU UNDERSTAND THAT YOUR HOMEADVISOR SAVINGS MEMBERSHIP WILL AUTOMATICALLY CONTINUE AND YOU AUTHORIZE HOMEADVISOR (WITHOUT NOTICE TO YOU UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN APPLICABLE MEMBERSHIP FEE AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON RECORD FOR YOU.

- c. Cancellation Fees: The cancellation and rescheduling of any Fixed Price Service while you are enrolled in HomeAdvisor Savings Membership is subject to the cancellation policy, including the payment of any cancellation fees, as further described above.
- d. Declination of Payment: If an eligible payment method HomeAdvisor has on file for you is declined for payment, you must provide us with a new eligible payment method promptly or your HomeAdvisor Savings Membership will be canceled. If you provide us with a new eligible payment method and are successfully charged, your HomeAdvisor Savings Membership period will be based on the original enrollment or renewal date and not the date of the successful charge.
- e. CANCELLATION OF AUTOMATICALLY RENEWING MEMBERSHIP: YOU WILL NOT BE CHARGED A HOMEADVISOR SAVINGS MEMBERSHIP FEE FOR THE SUBSEQUENT PERIOD IF YOU CANCEL YOUR HOMEADVISOR SAVINGS MEMBERSHIP AT LEAST THREE DAYS BEFORE YOUR NEXT HOMEADVISOR SAVINGS MEMBERSHIP RENEWAL DATE. You may cancel your HomeAdvisor Savings Membership by visiting the HomeAdvisor Contact Center at <https://www.homeadvisor.com/contact/> or by mailing a notice of cancellation to HomeAdvisor, Inc. Attn.: Legal, PO Box #1122, New York, NY 10159. Following cancellation of your HomeAdvisor Savings Membership you will continue to have access to HomeAdvisor Savings Membership through the end of your current paid HomeAdvisor Savings Membership period. Should you cancel HomeAdvisor Savings Membership, HomeAdvisor reserves the right to cancel any Fixed Price Service appointments scheduled outside the current paid HomeAdvisor Savings Membership period.
- f. LIMITATIONS ON HOMEADVISOR SAVINGS MEMBERSHIP: For non Fixed Price Services, your discount is capped at \$35 per service and must be requested via HomeAdvisor and paid for via HomeAdvisor Pay.
- 7. **REFERRAL DISCOUNTS.** In the event that you are given a code through which you may refer a friend to HomeAdvisor in exchange for a referral discount, you shall not use any online marketing or advertising to promote such code or to artificially increase the amount of credits awarded. By way of example, you may not post, or cause, request or permit a third party to post any such code on a coupon website, nor use any paid search marketing, online advertising, forum posting, newsgroup posting or bulk email to disseminate such code. You may only share such code with your personal friends and acquaintances for legitimate referral purposes, as determined by us in our sole discretion. HomeAdvisor referral discounts are redeemable for Fixed Price Services or service requests made through HomeAdvisor Pay on the HomeAdvisor App (you must download the HomeAdvisor App to use HomeAdvisor Pay and redeem your discount). HomeAdvisor referral discounts have no cash value and are not redeemable for cash unless otherwise required by law. Without limiting our other rights and remedies, we may terminate such code and/or your account for any breach of this Section.
- 8. **HOME INSPECTION PROGRAM.** You may be offered the opportunity to participate in our Home Inspection program, in which, upon your request, HomeAdvisor will send a home inspection Service Professional to your house so that the home inspection Service Professional can produce a report on the health of your home. HomeAdvisor will then suggest service requests for you to submit to remedy any issues found. You acknowledge and agree that the home health report will be the exclusive property of HomeAdvisor, and that the report may be shared with HomeAdvisor Service Professionals in order to complete your service requests. HomeAdvisor makes no warranties or representations as to the quality or accuracy of the report, and this report should not substitute for an official home inspection should you choose to sell your house.
- 9. **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 Professionals, including Home Depot and Empire Today, 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 to being contacted by us and by our Service Professionals, including Home Depot and Empire Today, 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. You also authorize HomeAdvisor to send you an automated prerecorded call confirming your service request, along with calls from up to four service professionals 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 Professionals 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 Professional and thus agree to be contacted by HomeAdvisor and/or a Service Professional. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Service Professionals 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 Professional 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 PROFESSIONALS, 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 IN A SERVICE REQUEST, 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 PROFESSIONALS 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.

#### 10. PLATFORM MESSAGING

By submitting a service request, you agree that HomeAdvisor and the Service Professionals 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 Professionals, your use of HomeAdvisor Services may be impacted. HomeAdvisor and its affiliates may view, store, access and disclose messages exchanged between you and consumers transmitted via HomeAdvisor's messaging platform.

#### 11. DISPUTE RESOLUTION ASSISTANCE

While we cannot guarantee the work performed by a listed Service Professional, and while we have no obligation to you with regard to your relationship with a Service Professional, the HomeAdvisor resolution process has been developed to try and assist you in resolving any disputes that may arise in the course of a home improvement repair or maintenance project with a Service Professional who you learned about through the HomeAdvisor Services. Without modifying our statements under this Agreement, we may, upon your request, provide limited assistance in resolving disputes between you and a Service Professional. You must participate and use good faith efforts to resolve problems through the HomeAdvisor resolution process. Such limited assistance in no way nullifies the release and indemnification described in these Terms & Conditions. You agree not to refuse to pay a Service Professional without a good faith basis for doing so. You agree that HomeAdvisor is not responsible for the accessibility or unavailability of any Service Professional or for your interactions and dealings with a Service Professional.

#### 12. CALL RECORDING

You acknowledge and agree that HomeAdvisor may monitor and/or record any telephone calls between you and HomeAdvisor.

#### 13. USER GENERATED CONTENT

You agree that all of the content and information posted by you or your agents or designees on HomeAdvisor, including but not limited to:

- Photographs or Images,
- Comments, Questions and/or Answers,
- Any other content (known collectively as "Content") is the sole and exclusive property of HomeAdvisor, and that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request.
- **Our Right to Use Your Content.** You acknowledge and agree that any Content you post or provide may be

viewed by the general public and will not be treated as private, proprietary or confidential. You authorize us and our affiliates, licensees and sub-licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use or exploit such Content throughout the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.

- **Grant of License.** You hereby grant HomeAdvisor and its users a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertising near and adjacent to your Content in any format or media (whether now know or hereafter created) on the HomeAdvisor and apps in any manner that we deem appropriate or necessary, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason.
- **Representation of Ownership and Right to Use Content.** By posting or providing any Content to HomeAdvisor, you represent and warrant to HomeAdvisor that you own or have all necessary rights to use the Content, and grant to HomeAdvisor the rights granted below. The forgoing representation includes, but is not limited to a representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.
- **Content Guidelines.** HomeAdvisor reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that you or any other users post on any HomeAdvisor owned or operated websites or apps if HomeAdvisor determines (in its sole discretion) that such content contains or features any of the following:
  1. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.)
  2. References to illegal activity.
  3. Language that violates the standards of good taste or the standards of this Site.
  4. Statements that are or appear to be false.
  5. Comments that disparage HomeAdvisor.
  6. With respect to Ratings and Reviews of service professionals, all of the above and in addition the following:
    - a. Reviews that do not address the goods and services of the business or reviews with no qualitative value (e.g., "work has not started yet").
    - b. Comments concerning a different Service Professional.
    - c. Information not related to work requested in the service request.
    - d. If a dispute arises between a consumer and professional, the rating submitted may be held in pending status until resolution is reached. You represent and warrant that any Rating and Review provided by you is accurate and truthful, and that you will only provide a Rating and Review for a service professional that has performed services for you pursuant to your



applicable service request.

- **Ratings Explanation.** Where Angie's List Service Professionals are displayed, the star rating is calculated based on a conversion of their Angie's List letter grade as follows:

**Angie's List Grade HomeAdvisor Star Rating**

A 5

B 4

C 3

D 2

F 1

**14. SERVICE PROFESSIONAL PRESCREENING PROCEDURES AND DISCLAIMERS (DOES NOT APPLY TO FIXED PRICE SERVICES OR PROJECT ADVISOR SERVICES).**

Unless otherwise noted on the screening tab of a Service Professional's profile page, HomeAdvisor.com uses the following criteria as part of its registration enrollment process ("registration") for new Service Professional businesses, with the exception of Corporate Accounts (as described below) and service professionals providing services in Canada (neither of which are screened) applying for membership in our network. We perform the below screening at the time of the Service Professional business' enrollment, and every two years thereafter:

**Licensing** - We confirm that a prospective new SP business has any applicable required state-level trade licensing for the services for which we match them to consumers. Certain states may require state-level licensing for projects above specified dollar amounts. We recommend you confirm these licensing requirements with the business and the applicable state and local licensing authorities. In some states, licensing may be required by the county or local authority in which the work is being performed. We recommend you confirm these licensing requirements before proceeding with your project. Larger projects often require the use of sub-contractors for specific types of work (for example, a kitchen remodel may require an electrician or plumber). We recommend you verify that all the sub-contractors doing work on your project carry the appropriate licensing. Given the unique nature of California licensing, HomeAdvisor relies on representations of service professionals that are using a California General building contracting license to cover home improvement tasks that such service professionals are performing more than one task as defined and required by California licensing rules. We always recommend that you ask the business to provide you with a copy of their license.

**State Business Filings** - For service professionals that are corporations or limited liability companies, we confirm that the business is registered in the state in which it is located.

**Criminal Records Search** - We use third party data sources to conduct a criminal search, in the state in which the owner/principal of the company is located, for any relevant criminal convictions associated with the owner/principal of the business, within the three years prior to such service professional's application for membership in the HomeAdvisor network and every two years thereafter. HomeAdvisor's third-party vendor uses a national criminal database ("NCD") to screen our service professionals. The comprehensiveness of the NCD varies by state. Please be aware that the reporting in the NCD is particularly limited in the following states: AL, CO, DE, GA, ID, KS, LA, ME, MA, MI, MS, MT, NE, NV, NH, NM, SD, UT, VA, VT, and WY.

**Sex Offender Search** - We check the websites that consolidate state sex offender information in the state in which the owner/principal of the company is located to confirm that there is not a match based solely on the name of the owner/principal of the company. We do not run sex offender searches in any other states. Please note that only a fingerprint match can guarantee an accurate match for a sex offender search. We recommend that you check the applicable state sex offender websites for any individuals that will be performing work in your home.

**WE PERFORM THE ABOVE SCREENING BASED UPON INFORMATION PROVIDED TO US BY THE SERVICE PROFESSIONAL (E.G. NAME OF OWNER, BIRTHDATE).**

NOTE: HOMEADVISOR PERFORMS SCREENING SOLELY AT THE TIME THE SERVICE PROFESSIONAL APPLIES FOR MEMBERSHIP IN THE HOMEADVISOR NETWORK, AND EVERY TWO YEARS THEREAFTER, AND THEREFORE A SERVICE PROFESSIONAL'S INFORMATION MAY CHANGE OR EXPIRE OVER TIME, AND BETWEEN SCREENINGS. THUS, HOMEADVISOR CANNOT AND DOES NOT WARRANT OR REPRESENT THAT PROFILE AND SCREENING INFORMATION IS UP TO DATE. HOMEADVISOR IS UNDER NO OBLIGATION TO UPDATE A SERVICE PROFESSIONAL'S SCREENING INFORMATION. WE RECOMMEND THAT BEFORE WORKING WITH A SERVICE PROFESSIONAL YOU VERIFY THAT INFORMATION PRESENTED IN THE SERVICE PROFESSIONAL'S PROFILE IS STILL ACCURATE, CURRENT AND ACCEPTABLE TO YOU.

**Corporate Accounts:** Some Service Professionals are employees, franchisees, dealers, or independent contractors ("Corporate SP's") of larger national or corporate accounts ("Corporate Accounts"). In such event, you may be matched with the Corporate Account entity or with one of their Corporate SP's. **The above screening criteria is not applicable to Corporate Accounts, and therefore, HomeAdvisor does not screen the Corporate Accounts or Corporate SP's.**

Service Professionals Profiles: HomeAdvisor allows Service Professionals to post profiles about themselves and their business on the HomeAdvisor or apps. HomeAdvisor does not review or verify the information or representations set forth in those profiles, except as expressly set forth above, as they are self-reported by the Service Professional. HomeAdvisor therefore makes no representations or warranties regarding any information posted by a Service Professional, and assumes no liability for such information.

The above procedures may change from time to time at the sole discretion of HomeAdvisor. HomeAdvisor believes that it uses commercially reasonable methods to check these matters but does not make any representations or warranties that members continue to meet the above screening criteria after the date of their enrollment in the HomeAdvisor network. When it comes to screening, every system has its flaws. That is because no background system in the U.S. is one hundred percent accurate. HomeAdvisor does not represent or warrant that the information received from state, provincial or other government agencies or from third party sources is accurate, error free, or that it is up to date or updated at the time that HomeAdvisor checks such information. Most agencies have periodic update cycles or schedules and this information is not updated on a real-time basis by such agencies and third party sources.

**DISCLAIMER: HOMEADVISOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE SCREENING PROCESS, CRITERIA, PROCEDURES, OR INFORMATION OBTAINED OR PRESENTED IN THE SCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.**

## 15. HOMEADVISOR HAPPINESS GUARANTEE

### a. Definitions

- 1) "HomeAdvisor Platform" means HomeAdvisor's website, HomeAdvisor's mobile app, or over the phone with a HomeAdvisor representative.
- 2) "Qualifying Service" means a service performed by a Service Professional matched to you by HomeAdvisor and which you fully paid for through the HomeAdvisor Platform.

### b. HomeAdvisor Happiness Guarantee

- 1) The HomeAdvisor Happiness Guarantee provides certain limited protections provided by HomeAdvisor for Qualifying Services. Subject to the below exclusions and the terms and conditions and limitations herein, if you are dissatisfied with the performance of a Qualifying Service, HomeAdvisor will either (a)

have the Qualifying Service reperformed by the same or a different Service Professional; or (b) compensate you: (1) the amount you paid through the HomeAdvisor Platform for the Qualifying Service; plus (2) the amount of damage that can be proven by you, in HomeAdvisor's sole determination, was directly caused by such Qualifying Service. In no event shall HomeAdvisor's liability under the HomeAdvisor Happiness Guarantee exceed Five Hundred Thousand Dollars (\$500,000.00) per incident.

2) A note about exclusions: Please note that you may purchase services through HomeAdvisor that have fixed, upfront prices, or you may purchase services through HomeAdvisor that are later negotiated with the Service Professional. The applicable exclusions of the HomeAdvisor Happiness Guarantee are different depending upon whether or not you paid a fixed, upfront price for the Qualifying Service. See Subsections (e) and (f) for details.

c. Eligibility—You are eligible for the HomeAdvisor Service Guarantee provided that you report the issue within ninety (90) days after you made the last payment toward the Qualifying Service by contacting HomeAdvisor by phone at (866) 786-8474, by email at [customersolutions@homeadvisor.com](mailto:customersolutions@homeadvisor.com), or by online chat and providing all of the requested information about your issue. If you do not report the issue within ninety (90) days after you made the last payment toward the Qualifying Service, your claim is ineligible for the HomeAdvisor Happiness Guarantee. For recurring services, each time the Qualifying Service was performed is treated as a separate incident.

d. Insurance—If you or the Service Professional carry insurance that would cover you in the event of a claim (e.g., when a fire occurs), such as renter's insurance, homeowner's insurance, automobile insurance or an umbrella policy ("Personal Insurance"), you agree that your Personal Insurance is primary and the HomeAdvisor Happiness Guarantee is secondary. The HomeAdvisor Happiness Guarantee will only compensate for losses to the extent not otherwise covered by your Personal Insurance, and only as permitted herein.

e. Exclusions For Fixed-Priced Services—If you purchased a Qualifying Service that had an upfront, fixed price, that Qualifying Service will be covered under the HomeAdvisor Happiness Guarantee, subject to the following exclusions:

- 1) Professional Services that are requested through Home Improvement Referrals;
- 2) Any Professional Service that is not booked and paid for directly on the HomeAdvisor Platform;
- 3) Merchandise;
- 4) losses arising out of acts of nature, including, but not limited to, pollution, earthquakes and weather-related events such as hurricanes and tornadoes
- 5) losses arising out of interruption of business, loss of market, loss of income and/or loss of use;
- 6) losses for property damage and theft exceeding the original value and/or replacement value for such property, less any standard depreciation;
- 7) losses arising from the acts or omissions of you or third party;
- 8) losses arising from the negligence or misconduct of a third party;
- 9) losses arising from a manufacturer's or a product's defects;
- 10) losses from pre-existing damages or conditions of the item or property;
- 11) losses arising from items supplied by you or due to your recommendations (e.g., if a manufacturer recommends affixing furniture to a wall and a Requester declines to have furniture affixed, etc);
- 12) losses arising from flooding and/or water damage including mold, fungi or bacteria;
- 13) losses arising from products containing hazardous or harmful materials, acts of terrorism, product liability, or pollution;

- 14) losses of cash, third party gift cards and securities;
- 15) losses as a result of an intentional wrongful act by a Service Professional;
- 16) losses arising from normal wear and tear;
- 17) losses for items that retain their functionality (e.g., minor cosmetic damage, ordinary wear and tear, a t.v. that has a scratch on the bezel);
- 18) losses for fine arts, which includes but is not limited to paintings, etchings, printed photos, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, antique automobiles, coins, stamps, other collectibles, collections, furs, jewelry, precious stones, precious metals, and similar property of rarity, historical value;
- 19) losses for damage beyond the specific damaged area (e.g., should flooring sustain damage, any loss is limited to the replacement cost of the square footage that was damaged after deducting for obsolescence and physical depreciation);
- 20) loss of use damages, including without limitation, loss of use such as property, furniture and the costs of any storage, movement and insurance of furniture in connection with loss of use;
- 21) losses based on sentimental and/or undocumented intangible value;
- 22) losses or damages associated with the unauthorized acquisition of, access to, destruction of, and/or loss of electronic data, including but not limited to films, records, manuscripts, drawings or photographs, data, information, audio or video recordings, files, facts, programs or other materials stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, cloud storage, or any other media which are used with electronically-controlled equipment;
- 23) losses related to repairs outside of the area where the Professional Services were performed;
- 24) losses of pets, personal liability or damage to shared or common areas;
- 25) losses arising from shipping costs and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items;
- 26) losses of theft without a valid police report, if requested by HomeAdvisor; and losses with insufficient documentation;
- 27) losses occurring after, or unrelated to, the performance of a Qualifying Service;
- 28) losses involving products or services, or uses of either, that are prohibited by law;
- 29) losses due to unforeseeable or latent defects in the premises;
- 30) losses related to services not explicitly booked through the HomeAdvisor Platform; and
- 31) losses reported by third parties.

f. Exclusions For Non-Fixed-Priced Services—If you purchased a Qualifying Service that did not have an upfront, fixed-price, that Qualifying Service will be covered under the HomeAdvisor Happiness Guarantee, subject to the following exclusions:

- 1) you have violated this Agreement or any other HomeAdvisor Agreement;
- 2) you failed to report the issue within ninety (90) days after you made the last payment toward the Qualifying Service;
- 3) any service that is not both booked and fully paid for directly on the HomeAdvisor Platform;

- 4) losses arising out of acts of nature, including, but not limited to, pollution, earthquakes and weather-related events such as hurricanes and tornadoes, which are not proven to be caused by the Qualifying Service;
- 5) losses arising out of interruption of business, loss of market, loss of income and/or loss of use;
- 6) losses for theft exceeding the original value and/or replacement value for such property, less any standard depreciation;
- 7) losses arising from your acts or omissions;
- 8) losses arising from the negligence or misconduct of you or a third party;
- 9) losses arising from a manufacturer's or a product's defects;
- 10) losses from pre-existing damages or conditions of the item or property;
- 11) losses arising from items supplied by you or due to your recommendations (e.g., if a manufacturer recommends affixing furniture to a wall and you decline to have furniture affixed, etc.);
- 12) losses arising from flooding and/or water damage including mold, fungi or bacteria, which are not proven to be caused by the Qualifying Service;
- 13) losses arising from products containing hazardous or harmful materials, acts of terrorism, product liability, or pollution;
- 14) losses of cash, third party gift cards, and securities;
- 15) losses arising from normal wear and tear;
- 16) losses for items that retain their functionality (e.g., minor cosmetic damage, ordinary wear and tear, a t.v. that has a scratch on the bezel);
- 17) losses for fine arts, which includes, but is not limited to, paintings, etchings, printed photos, pictures, tapestries, rare or art glass, art glass windows, valuable rugs, statuary, sculptures, antique furniture, antique jewelry, bric-a-brac, porcelains, antique automobiles, coins, stamps, other collectibles, collections, furs, jewelry, precious stones, precious metals, and similar property of rarity, historical value;
- 18) loss of use damages, including without limitation, loss of use such as property, furniture and the costs of any storage, movement and insurance of furniture in connection with loss of use, which are not proven to be caused by the Qualifying Service;
- 19) losses based on sentimental and/or undocumented intangible value;
- 20) losses or damages associated with the unauthorized acquisition of, access to, destruction of, and/or loss of electronic data, including but not limited to films, records, manuscripts, drawings or photographs, data, information, audio or video recordings, files, facts, programs or other materials stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices, cloud storage, or any other media which are used with electronically-controlled equipment;
- 21) losses of pets, personal liability or damage to shared or common areas;
- 22) losses of theft without a valid police report, if requested by HomeAdvisor; and losses with insufficient documentation;
- 23) losses occurring after, or unrelated to, the performance of a Qualifying Service;
- 24) losses involving products or services, or uses of either, that are prohibited by law;

- 25) losses due to unforeseeable or latent defects in the premises;
- 26) losses due to medical bills, legal fees, or arbitration fees;
- 27) losses that cannot be proven by you to have been caused by the Qualifying Service, in HomeAdvisor's determination;
- 28) losses resulting from scheduling or timing issues; and
- 29) losses reported by third parties.

g. How do I submit a Claim?

- 1) Alert HomeAdvisor either by phone at (866) 786-8474, by email at customersolutions@homeadvisor.com, or by online chat and providing all of the requested information about your issue.
- 2) Be prepared to provide the following:
  - A) A rating for the project;
  - B) Details regarding the scope of the Qualifying Service;
  - C) Documentation such as contracts, pictures, text messages or any other pertinent information;
  - E) your desired resolution; and
  - F) Any other requested information.

16. **AFFILIATE SERVICE PROFESSIONAL PRE-SCREENING.** While we will not match you with a service professional from our affiliates, we may display to you service professionals from our affiliates, including but not limited to Angie's List. **These service professionals have NOT been screened by HomeAdvisor using the screening set forth in Section 11.** Rather, these service professionals have been screened as follows:

HomeAdvisor will only display Angie's List Service professionals that

- a. Have an Overall "A" or "B" rating from member reviews;
- b. Have passed all background checks established by Angie's List (as described below);
- c. Attest that they possess all applicable state and local licensing, registration, or other trade requirements to provide service for the Project or the project described in the Lead; and
- d. Are in good business standing with Angie's List. Angie's List has criminal background checks performed annually on the principal/owner or relevant manager of all "A"- and "B"-rated companies that are Certified Service Providers, that offer ecommerce offers, that receive leads through the Projects Submissions platform, or that are granted the Super Service Award. The background check currently is performed by American Business Services ("ABS"), a third-party screening company. Upon processing the background check, ABS will provide Angie's List with a simple "pass" or "fail" designation. A failed background check is one that finds one or more of the following: (1) any violent or theft conviction at a felony level in the last 7 years; (2) any sexual felony conviction or on a sexual offender registry at any time (no time limit); or (3) any pending felony charges involving any of types (1) or (2). ABS will provide Angie's List with only a pass or fail designation. Angie's List and its members will never see any content from background check results. Since we can only perform these background checks annually, we ask anyone with knowledge of legal, ethical or financial concerns regarding a company contact us by either logging in and selecting Send A Message using our contact form. Angie's List will investigate any information we receive regarding a company's background. **While we always strive to provide the most current information, we also recommend that you perform your own research on the companies you hire.**

**12. RATINGS & REVIEWS ARE NOT ENDORSED BY HOMEADVISOR.COM**

All Ratings and Reviews of a Service Professional 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.

**13. 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 professional.

- 14. PRODUCT LIABILITY.** Neither HomeAdvisor nor its affiliates will have any liability (and there is no basis for any present or future action, suit, proceeding, hearing, investigation, charge, complaint, claim, or demand against HomeAdvisor giving rise to any liability) arising out of any injury to individuals or property as a result of the ownership, possession, or use of any product sold, installed, or delivered by HomeAdvisor or any of its affiliates.

**15. 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.

**16. 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 [dmccopyrightnotice@homeadvisor.com](mailto:dmccopyrightnotice@homeadvisor.com).

**17. 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.

**18. INDEMNIFICATION**

YOU AGREE TO INDEMNIFY HOMEADVISOR, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDERS, AND ANY PARTNERS AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE HOMEADVISOR SERVICES IN CONNECTION WITH THE HOMEADVISOR WEB SITE, WITH REGARD TO ANY DISPUTE BETWEEN YOU AND A SERVICE PROFESSIONAL, OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

**19. AGREEMENT TO ARBITRATE ALL DISPUTES AND GOVERNING LAW**

- a. The exclusive means of resolving any dispute between you and HomeAdvisor or any claim or controversy arising out of or relating to use of this Website and/or HomeAdvisor's services (including any alleged breach of these Terms and Conditions) shall be BINDING ARBITRATION administered by the American Arbitration Association, EXCEPT AS EXPRESSLY PROVIDED BY APPLICABLE FEDERAL OR STATE LAW. You may not under any circumstances commence, participate in or maintain against HomeAdvisor any class action, class arbitration, or other representative action or proceeding.

**\*NOTICE OF RIGHTS\***

- b. By using the Website and/or HomeAdvisor's services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and HomeAdvisor. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.
- c. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against HomeAdvisor may be commenced only in the federal or state courts located in Denver County, Colorado. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
- d. These Terms and Conditions, and any dispute between you and HomeAdvisor, shall be governed by the laws of the state of Colorado without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.



## 19. GENERAL PROVISIONS

You acknowledge and agree that the HomeAdvisor Services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and HomeAdvisor's sole obligation to you or any third party for any claim arising out of your use of the HomeAdvisor Services or the HomeAdvisor or apps, is that you are free to discontinue your use of the HomeAdvisor Services or the HomeAdvisor or apps at any time. EXCEPT AS EXPRESSLY SET FORTH HEREIN, HomeAdvisor EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT HomeAdvisor SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF HomeAdvisor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. The Terms and Conditions will inure to the benefit of HomeAdvisor's successors, assigns and licensees. If any provision of these Terms and Conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of HomeAdvisor to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. These Terms and Conditions are governed by the laws of the State of Colorado as such laws are applied to agreements entered into and to be performed entirely in the State of Colorado and between Colorado residents. You agree to submit to jurisdiction in Colorado and that any claim arising out of or related to these Terms and Conditions will be brought solely in a court in Denver County, Colorado. These Terms and Conditions constitute the entire agreement between you and HomeAdvisor and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These Terms and Conditions may not be modified or amended other than by an agreement signed by both parties.