

HOMEADVISOR, INC.

FIXED PRICE SERVICES TERMS AND CONDITIONS

April 15, 2020

For all other services provided by HomeAdvisor, other than Fixed Price 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 "Fixed Price 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 Fixed Price 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 AND THE AUTOMATIC RENEWAL AND CANCELLATION PROVISIONS IN SECTIONS 3(c)-(e) AND 10(d)-(e).**

TERMS AND CONDITIONS

1. FIXED PRICE SERVICES

HomeAdvisor, through its technology platform, makes available certain home services labeled as "Fixed Price 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 Fixed-Price Services, you will pay for your home service upfront and for certain Fixed Price Services, book the time and date of your service through our online portal.

2. SCREENING FOR FIXED PRICED SERVICES

- a. For Fixed Price Services, we use a multi-step process to screen potential Service Providers, as described further below. The process is designed to filter qualified potential Service Providers with appropriate backgrounds in compliance with applicable law. For Fixed Price Services, we currently use a third-party background check provider, Checkr, Inc., to conduct the background checks. The eligibility criteria for Service Providers may be modified from time to time by HomeAdvisor without notice to you. With respect to criminal background checks, you acknowledge and understand that HomeAdvisor makes no guarantee with respect to the accuracy, reliability or quality of information received from any such third parties. You further understand and acknowledge that HomeAdvisor relies upon representations from the Service Provider with respect to certain information pertaining to the Service Provider. HomeAdvisor has no obligation or duty to perform or disclose the results of criminal background, financial, licensure or other information

received from any investigation or background check.

- b. You should make whatever investigation or other resources that you deem necessary or appropriate before participating in Fixed Price Services. HOMEADVISOR PERFORMS SCREENING SOLELY AT THE TIME THE SERVICE PROVIDER APPLIES TO REGISTER ON HOMEADVISOR. HOMEADVISOR CANNOT AND DOES NOT WARRANT OR REPRESENT THAT A SERVICE PROVIDER'S PROFILE AND BACKGROUND CHECK SCREENING INFORMATION IS UP TO DATE. HOMEADVISOR IS UNDER NO OBLIGATION TO UPDATE A SERVICE PROVIDER'S BACKGROUND CHECK OR PROFILE. 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 FIXED PRICE SERVICES.

### **3. PAYMENT FOR FIXED PRICE SERVICES; HOMEADVISOR SAVINGS MEMBERSHIP; TRUST & SAFETY FEE; SPECIAL PROMOTIONS**

- a. Prior to the scheduled Fixed Price Service, we will charge the Requester's credit card for those Fixed Price Services the Requester has ordered, and for all purchases and payments for reimbursement costs, fees, expenses or applicable taxes associated with a Fixed Price 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. 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. Depending on the transaction you selected or services requested, HomeAdvisor may charge you on a one-time or recurring basis. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Fixed Price 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 Fixed Price Service transaction. Seventy-two (72) after a Fixed Price Service is completed, if there is no complaint by the Requester, we will mark the Fixed Price Service as closed.
- b. Except for the HomeAdvisor Fixed Price Services 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 Fixed Price Service(s) 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.
- c. Recurrent Service with Automatic Renewal and Recurring Charges.
  - i. Recurring Service: When requesting certain Fixed Price Services, Requesters may have the option of choosing that the Fixed Price Service be repeated on a regular basis ("Recurrent Service"). For example, a Requester may choose that a cleaning be performed every two weeks. When a Requester

chooses a Recurrent Service, HomeAdvisor will automatically schedule that Recurrent Service to occur on future dates indefinitely at the frequency requested by Requester. HomeAdvisor cannot guarantee that the same Service Provider will be available for each Recurrent Service appointment or that Recurrent Service appointments will not be canceled or modified.

- ii. BILLING, RECURRING CHARGES AND AUTOMATIC RENEWAL: When a Requester signs up for a Recurring Service, Requester will be charged immediately for the initial booking. THEREAFTER, REQUESTER'S AGREEMENT TO PAY FOR THE FIXED PRICE Service WILL AUTOMATICALLY RENEW AND REQUESTER'S CREDIT CARD WILL BE CHARGED THE SAME NON-PROMOTIONAL AMOUNT, AS ORIGINALLY DISCLOSED TO REQUESTER AT THE TIME OF SIGNING UP FOR THE RECURRING SERVICE, IN ADVANCE OF EACH AUTOMATICALLY SCHEDULED FIXED PRICE Service APPOINTMENT, AS WELL AS FOR ANY APPLICABLE CANCELLATION FEES AND TAXES.
- iii. CANCELLATION OF AUTOMATICALLY RENEWING RECURRING SERVICE: Requesters may cancel the automatically renewing Recurrent Service AT ANY TIME by visiting the HomeAdvisor Help Center at [www.HomeAdvisor.com/help](http://www.HomeAdvisor.com/help) or by mailing a notice of cancellation to HomeAdvisor Technologies, Inc. Attn.: Legal, 3601 Walnut St, Suite 700, Denver CO, 80205. REQUESTERS MUST CANCEL MORE THAN TWENTY-FOUR HOURS PRIOR TO THEIR NEXT FIXED PRICE SERVICE IN ORDER TO AVOID BEING CHARGED CANCELLATION FEES AND/OR FOR THEIR NEXT FIXED PRICE SERVICE PURSUANT TO HOMEADVISOR'S CANCELLATION POLICY AS SET FORTH IN SECTION 10.

d. HomeAdvisor Savings Membership.

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.

- v. 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.
- vi. 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.
- e. HomeAdvisor Trust and Support Fee. HomeAdvisor may assess an additional "Trust and Support Fee" to support the Fixed Price Services, including costs related to background checks, insurance, customer support, and related services provided to you by the HomeAdvisor Fixed Price Services The Trust and Support Fee will be applied to each appointment of a Professional Service requested through the Fixed Price Services (e.g., if you requested a Recurrent Service, a Trust and Support Fee may be assessed on each Recurrent Service appointment). The amount of the Trust and Support Fee may vary but shall be retained by HomeAdvisor in its entirety.
- f. Dormant Account Service Charge. An account is considered dormant/inactive if it has had no activity for a period of six (6) months. Activity would include applying any portion of a credit balance to payment for Professional Services. Where permitted by applicable law, a dormant account fee of up to \$10 is assessed monthly until the account is reactivated or the balance has reached zero. To reactivate your account, please visit the HomeAdvisor Help Center at <https://homeadvisor.zendesk.com/hc/en-us>.
- g. Referral Discounts. In the event that you are given a code through which you may refer a friend to Fixed Price Services 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. 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. .

#### 4. HOMEADVISOR FIXED PRICE SERVICES GUARANTEE

- a. The HomeAdvisor Fixed Price Services Guarantee provides certain limited additional protections provided by HomeAdvisor for Fixed Price Services. Pursuant to the HomeAdvisor Fixed Price Services Guarantee and subject to the below exclusions and the terms and conditions and limitations herein, HomeAdvisor will compensate Requesters the lowest amount of: (a) subject to the exclusions below, up to USD \$2,500 per occurrence for losses arising from property damage as a direct result of negligence of a Service Provider during performance of a Fixed Price Service or (b) up to USD \$1,000 for losses arising from damage to floors and items containing granite, marble or any other stone work as a direct result of negligence of a Service Provider during the performance of a Fixed Price Service; or (c) up to USD \$2,500, in the aggregate, for losses arising from theft of a Requester's property by a Service Provider during performance of a Fixed Price Service. The Service Requester is eligible for the HomeAdvisor Fixed Price Services Guarantee provided that the Requester reports the issue within seventy-two (72) hours of the Service Provider's completion of the Fixed Price Service to our Requester service by visiting the HomeAdvisor Help Center at [www.HomeAdvisor.com/help](http://www.HomeAdvisor.com/help). If the Service Requester does not report the issue within seventy-two (72) hours of the Fixed Price Service appointment, the claim is ineligible for the HomeAdvisor Fixed Price Services Guarantee. For Recurring Services, each Fixed Price Service is treated as a separate occurrence.
- b. If you carry insurance that would cover you in the event of a claim, 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 Fixed Price Services Guarantee is secondary. The HomeAdvisor Fixed Price Services Guarantee will only compensate for losses to the extent not otherwise covered by your Personal Insurance and only as permitted herein.
- c. A Requester will be covered under the HomeAdvisor Fixed Price Services Guarantee for a Fixed Price Service, subject to the exclusions in subsection (d) below, provided:
- i. The Fixed Price Service is paid for in full through HomeAdvisor;
  - ii. The Requester has not violated this Agreement;
  - iii. The Requester has reported the claim within 72 hours of the Service Provider's completion of the Fixed Price Service;
  - iv. The Requester's HomeAdvisor account is in good standing with no outstanding balances owed to HomeAdvisor;
  - v. The Requester has identified fragile and other breakable items and communicated the location and identity of those items to the Service Provider prior to the start of the Fixed Price Service; and
  - vi. The Requestor has accounted for and secured all valuables prior to the start of a Fixed Price Service.
- d. What is excluded from the HomeAdvisor Fixed Price Services Guarantee? The "HomeAdvisor Fixed Price Services Guarantee" does not cover the following:
- i. Fixed Price Services that are requested through Home Improvement Referrals or any other HomeAdvisor Service;
  - ii. Any Fixed Price Service that is not booked and paid for directly on HomeAdvisor;
  - iii. losses arising out of acts of nature, including, but not limited to, pollution, earthquakes and weather related events such as hurricanes and tornadoes;
  - iv. losses arising out of interruption of business, loss of market, loss of income and/or loss of use;
  - v. losses for property damage and theft exceeding the original value and/or replacement value for such property, less any standard depreciation;
  - vi. losses arising from the acts or omissions of a Requester or third party;

- vii. losses arising from the negligence or misconduct of a third party;
- viii. losses arising from a manufacturer's or a product's defects;
- ix. losses from pre-existing damages or conditions of the item or property;
- x. losses arising from items supplied by the Requester or due to Requester recommendations (e.g., if a manufacturer recommends affixing furniture to a wall and a Requester declines to have furniture affixed, etc);
- xi. losses arising from flooding and/or water damage including mold, fungi or bacteria;
- xii. losses arising from products containing hazardous or harmful materials, acts of terrorism, product liability, or pollution;
- xiii. losses of cash, third party gift cards, and securities;
- xiv. losses as a result of an intentional wrongful act by a Service Provider;
- xv. losses arising from normal wear and tear;
- xvi. 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);
- xvii. 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;
- xviii. 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);
- xix. 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;
- xx. losses excluded pursuant to Sections 24 & 25 of the Agreement;
- xxi. losses based on sentimental and/or undocumented intangible value;
- xxii. 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;
- xxiii. losses related to repairs outside of the area where the Fixed Price Services were performed;
- xxiv. losses of pets, personal liability or damage to shared or common areas;
- xxv. losses arising from shipping costs and/or shipping of replacement items and/or taxes incurred in purchasing the original and/or replacement items;
- xxvi. losses of theft without a valid police report, if requested by HomeAdvisor; and losses with insufficient documentation; and
- xxvii. losses occurring after, or unrelated to, the performance of a Fixed Price Service;

- xxviii. losses involving products or services, or uses of either, that are prohibited by law;
  - xxix. losses due to unforeseeable or latent defects in the premises;
  - xxx. losses related to services not explicitly booked through HomeAdvisor; and
  - xxxi. losses reported by third parties.
- e. How do I submit a Claim? First report of a claim must be made within 72 hours from when the Fixed Price Service occurs. After the first report, you will be asked to complete the full claim form within 7 days of receipt. If you do not complete the claim form in its entirety within 7 days of receipt, your claim will no longer be eligible for the HomeAdvisor Fixed Price Services Guarantee. We urge you to read through these terms and conditions prior to submitting a claim. All claims will be reviewed on a case-by-case basis. During HomeAdvisor's claims assessment process, you may be required to provide written detailed: (1) proof of ownership of damaged/missing item; (2) proof of value of damaged/missing item; and (3) proof of damage or loss. If such information is requested, you will have 30 days from the date of the request to send HomeAdvisor the requested information. If you fail to provide the requested information within the 30 day time period and/or fail to contact HomeAdvisor to arrange for an extension of time, Your claim will be considered closed and no longer eligible for the HomeAdvisor Fixed Price Services Guarantee. You also agree to: (A) protect and preserve any damaged property that is the basis of a claim from further damage; (B) assist and allow HomeAdvisor or its insurers access to inspect and make copies, photographs and recordings of anything relating to the claim; (C) accept repairs and/or remediation by a Service Provider; (D) accept a replacement only if repairs are proven not to be an option; (E) submit requested materials by the dates outlined by the HomeAdvisor resolutions team; and (F) accept a replacement item subject to the standard depreciation of that item. If any part of Your claim is approved, then as a condition to any payment to You under the HomeAdvisor Fixed Price Services Guarantee, You will be required to execute and deliver to HomeAdvisor the release agreement within 14 days of receipt of the release agreement from HomeAdvisor, and assign to HomeAdvisor or its insurer any rights and remedies you may have to recover amounts paid to you with respect to an approved claim from any party that is financially responsible for the approve claims and any rights in any property that is recovered. The release agreement shall be rescinded and considered null and void if not signed and returned to HomeAdvisor within 14 days of Your receipt and the claim shall no longer shall be eligible for the HomeAdvisor Fixed Price Services Guarantee.

## 5. OTHER OFFERS AND DISCOUNTS

- a. Promotional Coupon
- i. Promotional coupons are only eligible for the specific services designated by HomeAdvisor. Promotional coupons are valid for a limited time only and expires on the date indicated when you receive the applicable promotional coupon. Failure to use promotional coupons before such expiration date will result in the forfeiture of the promotional coupon. HomeAdvisor reserves the right to cancel promotional coupons at any time. No refunds will be granted for any expired or canceled promotional coupons.
  - ii. HomeAdvisor promotional coupons have 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 coupons may not be purchased for cash and HomeAdvisor does not sell promotional coupons. Promotional coupons are nonrefundable.
  - iii. Promotional coupons 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 coupon 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 coupon.

- 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.

## 6. 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 FIXED PRICE 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.

#### **7. 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 Fixed Price 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.

#### **8. 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.

#### **9. 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 Fixed Price 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/help](http://www.HomeAdvisor.com/help).
- b. You will provide us with such proof of identity as we may reasonably request from time to time.

#### **10. 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 Fixed Price 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 Fixed Price 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 Fixed Price Services ordered under your password or account, this Agreement shall not terminate until such Fixed Price Services have been performed or otherwise canceled as permitted by HomeAdvisor.
- d. AUTOMATIC RENEWAL: For recurring Fixed Price Services, HomeAdvisor will automatically schedule Fixed Price Service appointments to occur on future dates indefinitely at the frequency requested by you. YOUR AGREEMENT TO PAY FOR THE SERVICE WILL AUTOMATICALLY RENEW AND YOUR CREDIT CARD WILL BE CHARGED BASED ON YOUR SELECTED TIME AND FREQUENCY.
- e. Cancellation Policy for Service Cancellation by Requester. HomeAdvisor's cancellation policy (found at [www.HomeAdvisor.com/help](http://www.HomeAdvisor.com/help)) for specific Fixed Price Services is as follows: Requesters may cancel their scheduled Fixed Price Service appointments through HomeAdvisor at any time, subject to the following conditions: (i) if a Requester cancels more than 24 hours before a scheduled Fixed Price Service appointment, there is no cancellation fee; (ii) if a Requester cancels between 2-24 hours before a scheduled Fixed Price Service appointment, the Requester will be charged a \$15 cancellation fee; and (iii) if the Requester cancels during the 2 hours before a scheduled Fixed Price Service appointment, the Requester will be charged the full Fixed Price Service amount. This cancellation policy applies both for one-time Fixed Price Service bookings and for recurring Fixed Price Service appointments. A Fixed Price Service appointment may be canceled through the HomeAdvisor Help Center at [www.HomeAdvisor.com/help](http://www.HomeAdvisor.com/help) or by mailing a notice of cancellation to HomeAdvisor Technologies, Inc. Attn.: Legal, 3601 Walnut St, Suite 700, Denver CO, 80205.
- f. Policy for Service Cancellation by Service Provider. Except for Fixed Price Services that are requested through Home Improvement Referrals, when a Service Provider cancels a scheduled Fixed Price Service appointment, HomeAdvisor generally notifies the Requester and makes the Requester's Fixed Price Service request available for another Service Provider to select. However, HomeAdvisor cannot guarantee that a canceled Fixed Price Service appointment will be selected by another Service Provider and rescheduled or that the Fixed Price Service request will be completed. For Recurrent Service Requesters, if a Fixed Price Service appointment is canceled by a Service Provider, Requester will not be charged for that Fixed Price Service appointment.

## 11. 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.

#### 12. REVIEWS; CONTENT LICENSE

- a. You agree that within fourteen (14) calendar days upon completion of any Fixed Price 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.

#### 13. MODIFICATION, LIMITATION AND DISCONTINUANCE

HomeAdvisor reserves the right at any time to limit access to, modify, change or discontinue Fixed Price Services with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of Fixed Price 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 Fixed Price 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 Fixed Price Services.

#### 14. 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.

#### 15. 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.

#### 16. 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.

#### 17. 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.

#### 18. 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.

#### 19. 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).

#### 20. 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 Fixed Price 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 Fixed Price 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 Fixed Price 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 Fixed Price 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 Fixed Price 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.

## 21. 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.

## **22. 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.

## **23. WARRANTY DISCLAIMER**

You understand and agree that TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE FIXED PRICE SERVICES PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT HOMEADVISOR ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FIXED PRICE 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 FIXED PRICE 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, FIXED PRICE 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 FIXED PRICE 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.

#### 24. 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 FIXED PRICE 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 FIXED PRICE 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 FIXED PRICE 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 FIXED PRICE 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 FIXED PRICE SERVICES GUARANTEE AS SET FORTH IN SECTION 4.

NEITHER HOMEADVISOR NOR ITS AFFILIATES WILL HAVE ANY LIABILITY (AND THERE IS NO BASIS FOR ANY PRESENT PR FUTURE ACTION, SUIT, PROCEEDING, HEARING, INVESTIGATION, CHARGE, COMPLAINT, CLAIM, OR DEMAND AGAINST HOMEADVVISOR 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, PURCHASED, INSTALLED, OR DELIVERED BY HOMEADVISOR OR ANY OF ITS AFFILIATES.

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.

## 25. 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 Fixed Price 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.

## 26. 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.

## 27. 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.

## **28. 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.

## **29. INDEPENDENT SERVICE PROVIDERS**

**HOMEADVISOR PROVIDES A SOFTWARE PLATFORM WHICH ALLOWS YOU TO PURCHASE FIXED PRICE 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.**

## **30. ENTIRE AGREEMENT**

This Agreement along with the Membership 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 Fixed Price 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.

### 31. 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 FIXED PRICE 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.