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3. use the Sites and Services or its Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
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5. post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services;
6. harass, threaten, intimidate, impersonate, or attempt to impersonate, any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Angie's List, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. knowingly provide or submit false or misleading information;
8. use the Sites and Services if you are under the age of eighteen (18);
9. take any action that would undermine the review and rating process under the Sites and Services;
10. attempt to gain unauthorized access to the Sites and Services, other user accounts, or other computer systems or networks connected to the Sites and Services;
11. use the Sites and Services in any way that could interfere with the rights of Angie's List or the rights of other users of the Sites and Services;
12. attempt to gain unauthorized access to any portion or feature of the Sites and Services, or any other systems or networks connected to the Sites and Services or to any server used by Angie's List by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Sites and Services user;
13. sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms of Use;
14. transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services;
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9. you will not submit any reviews that may be considered by Angie's List to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violates any relevant law or right of any other party, or racially, ethnically or otherwise objectionable;
10. all of your reviews and ratings will either be based upon (i) your actual first-hand experiences with the Service Providers you are reviewing or (ii) as provided below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby you have the legal authority to disclose such health information and experience of such individual;
11. all of your reviews and ratings of the Service Providers that you are rating will be accurate, honest, truthful, and complete in all respects;
12. you do not work for, own any interest in or serve on the board of directors of, any of the Service Providers for which you submit reviews and ratings; you are not in any way related (by blood, adoption or marriage, if the Service Provider is an individual) to any of the Service Providers for which you submit reviews or ratings;
13. you have not received any form of compensation to post reviews and ratings;
14. you will submit thorough and thoughtful reviews of the Service Providers you review (for example, submitting a review describing a service contractor as "He/She is great." Without additional commentary is not a thorough and thoughtful review);
15. you will not submit reviews that comment on other users or the reviews of other users;
16. you will not submit reviews with hyperlinks; or
17. the reviews and ratings that you provide do not reflect the views of Angie's List, its officers, managers, owners, employees, agents, designees or other users.

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Angie's List, Inc.

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Indianapolis, IN 46204

Attn: Designated Agent

Email: copyrightagent@angieslist.com

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3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
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5. a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
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YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANGIE'S LIST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST OR THE FAILURE OF ANGIE'S LIST TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website or in the Magazine represents a substantial portion of the value You receive from Your Angie's List's Membership Fee. THEREFORE, TO THE EXTENT ANGIE'S LIST IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, ANGIE'S LIST'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR MEMBERSHIP FEE (I.E., THE AMOUNT OF YOUR ANNUAL MEMBERSHIP FEE DIVIDED BY TWELVE).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANGIE'S LIST CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO ANGIE'S LIST THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR ANGIE'S LIST, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF ANGIE'S LIST TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF ANGIE'S LIST TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT ANGIE'S LIST SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

BREACH OF TERMS OF USE AND LIQUIDATED DAMAGES

You understand that the content in each report or record on Angie's List has significant value to Angie's List and that the damage

caused to Angie's List for any violation of these Terms of Use pertaining to a report or record will be difficult to accurately estimate. Thus you shall be liable to pay us the following amounts as liquidated damages, and you agree that the liquidated damages are a reasonable estimate of Angie's List's damages for the specified breaches of these Terms of Use:

1. If you post Content in violation of these Terms of Use, you agree to promptly pay Angie's List One Thousand Dollars (\$1,000) for each item of Content posted in violation of these Terms of Use. We may (but shall not be required to) to issue you a warning before assessing damages.
2. If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of these Terms of Use, you agree to pay One Hundred Dollars (\$100) for each record or report that you displayed, copied, duplicated, reproduced, sold, re-sold or exploited for any purpose.
3. If you use computer programming routines that are intended to aggregate records or reports from the Sites and Services or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services, you agree to pay One Hundred Dollars (\$100) for each report or record that is aggregated, disrupted, damaged or otherwise affected by you.
4. Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, you agree to pay the actual damages suffered by Angie's List, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms of Use, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms of Use, or any combination thereof.

ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to these Terms including, without limitation, the Privacy Policy, constitutes the entire agreement between you and Angie's List. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Angie's List regarding the subject matter contained in these Terms of Use. 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 Angie's List under these Terms of Use.

GOVERNING LAW

These Terms of Use and the relationship between You and Angie's List will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Marion County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Angie's List may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. 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 Service or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred."

MISCELLANEOUS

If you breach any term of these Terms of Use or other agreement with Angie's List, Angie's List may pursue any legal or equitable

remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Angie's List's remedies are cumulative and not exclusive. Failure of Angie's List to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable or sublicensable by you except with Angie's List's prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent. Users of this Sites and Services are responsible for compliance with all applicable regulations and laws. No joint venture, partnership, employment or agency relationship exists between you and Angie's List as a result of these Terms of Use or use of the Sites and Services. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of these Terms of Use.

Contacting Us

If you have any comments or questions regarding these Terms, or wish to report any violation of these Terms of Service, please contact us at ALCareSupervisors@angieslist.com. We will address any issue to the best of our abilities.