

# Terms and Conditions

The following are the terms and conditions applicable to Home Concierge by HomeAdvisor. By using Home Concierge services, you agree that you are bound by the following terms and conditions, as well as the general [HomeAdvisor Terms and Conditions](#) (together, your "Agreement").

## Home Concierge

**Definitions.** Home Concierge (or "Concierge") is a service offered by HomeAdvisor consisting of HomeAdvisor providing assistance in completing home service projects via phone, text, or online for Concierge members. "You" or "Yours", as used throughout these terms refers to each person who has been provided with HomeAdvisor's Concierge service ("Concierge Member") or who is authorized to access and use the Concierge services. Persons calling in from your registered phone number or using your registered email address to utilize Concierge services will be considered authorized by you as being a permissible user of your Concierge service, as limited below.

## Home Concierge Specifications, Rules and Limitations.

- You will not be assigned a specific HomeAdvisor customer care representative as your Home Expert, rather, your Home Expert may be different HomeAdvisor representatives, based upon availability at the time of your request.
- Home Concierge covers only assistance with home services related requests, and specifically excludes legal, medical, tax or other non home-services related support.
- A Home Expert cannot and will not negotiate or sign contracts for you.
- A Home Expert cannot guarantee pricing or preferential treatment by service professionals.
- Requests made for a Home Expert to find the lowest priced services will be done by a Home Expert in a commercially reasonable manner until the Home Expert believes that the price found is the lowest reasonable price, in certain cases by providing you with HomeAdvisor's True Cost Guides to help you evaluate pricing.
- A Home Expert cannot be used for physical tasks (e.g., meeting potential contractors in person);
- A Home Expert cannot assist you with obtaining building permits.
- Your Concierge service may only be used for personal home services needs, and may not be used for commercial or business purposes. In certain cases, and only with your permission, a Home Expert may search outside of the screened and approved HomeAdvisor network to find a service professional that can complete your job. **If you choose to hire a service professional that is not a screened and approved member of the HomeAdvisor network, HomeAdvisor expressly disclaims any and all warranties, guarantees, representations, or assurances with respect to that service professional, their actions or inactions, and the work they provide, including that the project will be done right. Further, in such event, the pre-screening section of the HomeAdvisor Consumer T&Cs do not apply to such non-member service professionals.**
- HomeAdvisor Home Experts are not licensed contractors or tradesmen, and cannot provide advice, or guidance, regarding services related to construction, maintenance or improvement.

## Getting the Job Done Right

- A Home Expert will assist you in getting your home projects for which you hire a screened and approved active member of the HomeAdvisor network ("Member Service Professional") done right. In the event of any dispute between you and a Member Service Professional, HomeAdvisor will endeavor to help you reach a mutually acceptable resolution with the Member Service

Professional, however, HomeAdvisor is not responsible or liable to either you or the Member Service Professional if a mutually acceptable resolution is not reached. **Moreover, in order to receive the benefits of HomeAdvisor's promise to help get your project done right, the following requirements apply:**

- You must have a written contract signed by both you and the Member Service Professional ("Work Agreement").
- HomeAdvisor's obligations apply solely to work that is clearly set forth and agreed upon in the Work Agreement.
- The service professional must be a Member Service Professional and not a service professional outside of the HomeAdvisor network.
- The work must be for you as an individual consumer requesting service for your residential property (i.e. Service Requests submitted by commercial entities such as property management companies, real estate investment companies, or home builders are not covered).
- Any checks you write must be to the Member Service Professional with whom HomeAdvisor matched you. For example, if we refer you to ABC Plumbing, but you write a check to Joe Smith, you have failed to comply with this requirement.
- Your method of payment to the Member Service Professional must be provable/traceable (e.g. copy of a cancelled check)
- Any complaints about work must be able to be objectively assessed, rather than subjective (e.g., dissatisfaction with a color or trim that you selected).
- You must first seek a remedy with the Member Service Professional before reaching out to HomeAdvisor for assistance.
- You must contact HomeAdvisor customer service via phone, e-mail, letter, fax, or online "live chat" within 60 days following the events giving rise to your issue or concern. If you notify HomeAdvisor that you are dissatisfied with the work performed by a Member Service Professional, and that you have been unable to resolve any dispute with the Member Service Professional, HomeAdvisor may elect, in its sole discretion and at no expense to you, to have one or more additional HomeAdvisor Member Service Professionals ("Reviewing Service Professionals") inspect the service or project, potentially including visiting the job site and interviewing you, and render their opinion to HomeAdvisor as it relates to the workmanship and service of the original Member Service Professional. If HomeAdvisor chooses to employ this approach, which is solely at HomeAdvisor's discretion, then you must accommodate such a visit and provide complete and accurate information to the Reviewing Service Professional.
- HomeAdvisor shall also have the right, in its sole discretion, to choose whether to have another HomeAdvisor Member Service Professional ("Remedy Service Professional") provide service to remedy the workmanship or services in dispute at no expense to you.
- All disputes with Member Service Professionals must be thoroughly and accurately documented in writing and copies of all related documents, including original signed contracts or agreements, evidence of payments, signed change orders, etc. must be provided to HomeAdvisor if you would like your Home Expert to assist in resolving any disputes.

**Compliance.** As a condition of using Home Concierge, you agree to abide by all applicable local, state, national and international laws and regulations relevant to the use of Home Concierge. In addition, you warrant that you will not use Home Concierge for any purpose that is unlawful or prohibited by this Agreement or the terms of another website (including, without limitation, any use that infringes another's copyright). You may not use the Home Concierge in any manner that could damage, disable, overburden or impair the HomeAdvisor website, the HomeAdvisor call center, any user of the website, any user of the call center, or interfere with any other party's use of Home Concierge or the HomeAdvisor services. Services are limited to the United States.

**Call Recording.** You understand that all telephone calls to and from a HomeAdvisor Home Expert may be monitored for quality assurance purposes and recorded. All queries and calls submitted to Home Concierge in any form or fashion will become property of HomeAdvisor along with the answers and replies.

**SMS Messaging.** By using Home Concierge, you agree that HomeAdvisor and its service professionals may send you informational text (SMS) messages as part of Home Concierge. 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 HOME1 from the mobile device that is receiving the messages. You acknowledge that by opting out of receiving text (SMS) messages from HomeAdvisor and its service professionals, your use of Home Concierge may be impacted.

**Disclaimer of Warranty; Limitation of Liability.** THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE AND NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU AGREE THAT HOMEADVISOR WILL NOT BE LIABLE TO YOU FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM, RELATING TO, OR IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF FORESEEABILITY OF SUCH DAMAGES.

HomeAdvisor may terminate your Concierge service immediately if it determines, in its sole discretion, to eliminate the service, or due to a breach of these terms or the HomeAdvisor general terms or misuse of Home Concierge including, but not limited to verbal or written abuse, profanity, unacceptable questions, making threats, using the service in the commission of a crime, violating privacy laws, asking questions or making statement deemed inappropriate by the Home Expert or any other use that constitutes misuse. "Misuse" may also mean calling the Home Expert or submitting requests to the Home Expert that are considered frivolous in nature or using the service for reasons that are not considered need-based. Furthermore, access to Home Concierge is to be used solely by the Concierge Member or other authorized users living in or owning the property for which the Home Expert assistance is requested. Your service may be terminated if at any time, your Home Concierge service is used by unauthorized users.

**Transferability of Service.** Home Concierge may only be used by the Concierge Member, and anyone authorized by a Concierge Member (a person who can provide the email address that the Concierge Member used to register with Home Concierge is an authorized user). Home Concierge may only be used for your personal home services requests, and you are limited to requesting services for a maximum of five (5) different property addresses.

**Disputes.** Any disputes relating to Home Concierge shall be resolved individually without any resort to any form of class action, and any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred. Under no circumstances shall any participant be permitted to obtain awards for other damages or have damages multiplied or otherwise increased. SOME JURISDICTIONS MAY PROHIBIT OR LIMIT EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. 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.