

HOMEADVISOR AND ANGI
PROJECT ADVISOR SERVICES TERMS AND CONDITIONS

October 28, 2022

THESE TERMS AND CONDITIONS DO NOT APPLY TO, OR OTHERWISE GOVERN, ANY SERVICES BOOKED ON JANUARY 1, 2023 OR LATER.

For all other services provided by HomeAdvisor, other than Project Advisor Services, please click [here](#). For all other services provided by Angi, other than Project Advisor 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, Inc., Angi, Inc. and their affiliates, parents, and subsidiaries (collectively, the "Company" or "us") and/or participating in the Company's "Project Advisor 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 Project Advisor Services offered through the Company, 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 the Company's services. The Company'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 the Company's services, 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 the Company's services 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 29.

TERMS AND CONDITIONS

1. PROJECT ADVISOR SERVICES

The Company, through its technology platform, makes available certain home services labeled as "Project Advisor Services" to individuals seeking to obtain home services ("Requesters") that the Company fulfills using independently-established home service providers customarily engaged in a trade, occupation and/or business of providing the services requested ("Service Providers"). Through Project Advisor Services, you will pay for a portion of your home service upfront (the "Upfront Payment") and you will pay for the remainder of the service upon Project Completion (as defined below). The Company and Requester may agree upon a change to the cost of the Project Advisor Services prior to Project Completion, and Requester may be charged an additional Upfront Payment.

2. NO SCREENING FOR PROJECT ADVISOR SERVICES

- a. For Project Advisor Services, potential Service Providers are not screened through a background check, license check, credit check, or any other formal screening procedure. THE COMPANY MAKES NO GUARANTEE THAT SERVICE PROVIDERS ON PROJECT ADVISOR SERVICES HAVE A CLEAN CRIMINAL RECORD OR APPROPRIATE LICENSES.
- b. THE COMPANY 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 PROJECT ADVISOR SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS.

3. PRICING AND PAYMENT FOR PROJECT ADVISOR SERVICES

- a. **Pricing:** Upon booking, we will display to Requester estimated pricing or a range of estimated pricing for their requested Project (the "Estimate"). The Estimate is not binding on either party and does not represent agreed-upon final pricing. After booking, Requester and the Company will agree to final pricing in a separate, signed invoice that sets forth both the pricing for and scope of the Project (the "Invoice"). Notwithstanding the foregoing, in the event that Requester and the Company do not execute an Invoice, any post-booking written agreement between the parties about pricing and/or scope shall be binding on the parties (with email sufficing).
- b. **Payment:** Upon booking, we will charge the Requester's credit card for a deposit (the "Deposit"). Upon Project Initiation (as defined below), we will charge the Requester's credit card for the Upfront Payment(s), and upon Project Completion, we will charge the Requester's credit card for the remainder of the amount owed in addition to all purchases and payments for reimbursement costs, fees, expenses or applicable taxes associated with the Project Advisor Service, and the Requester hereby authorizes us to charge any credit card on file in the Requester's account with the Company or other previously approved payment methods for such amounts. *Provided, however,* that (i) for certain projects, we may charge an additional amount after Project Initiation but prior to Project Completion, and (ii) in our sole discretion we may issue an invoice to the Requester for any amounts owed in lieu of charging the Requester's credit card as provided herein. We will use third party services to process credit card information. By accepting this Agreement, you are giving the Company (or a third-party payment processor on the Company's behalf) permission to charge any on-file credit card, debit card, or other previously approved methods of payment for fees that you owe the Company. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Project Advisor 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 the Company 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 Project Advisor Service transaction. Project Initiation is defined as when either the Company or the Service Provider takes a substantial step in relation to the Project Advisor Service, including but not limited to (i) the Company paying any non-refundable deposit to a Service Provider, and/or (ii) a Service Provider drafting plans, applying for planning permission, ordering materials, seeking any permit, and/or arriving at the address of the Requester to begin the Project Advisor Service. After the Company receives written confirmation from both the Requester and Service Provider that the Project Advisor Service has been completed, as reasonably determined by the Company ("Project Completion"), we will mark the Project Advisor Service as completed; provided, however, that Project Completion shall be deemed to have occurred if the Requester does not provide a sufficient response (as determined in Company's sole discretion) to the Company as it regards Project Completion within three (3) days of the Service Provider providing written confirmation of such. Any payments due at Project Completion pursuant to an invoice shall be remitted no later than three (3) business days following the delivery thereof. The Requester acknowledges and understands that failure to pay the stated amount due before the due date will be considered a late payment and that, in such a case, the Requester will be in default. The Requester understands and acknowledges that if payment is late, the Requester will be subject to a 1.5% per month late payment penalty based on the balance owing. The late payment penalty will remain in effect until the Requester completes either (i) full payment or (ii) three (3) consecutive payments on an agreed payment plan. Company reserves the right to retain an agent to collect any amounts due under this Agreement. The Requester grants any such agent retained by Company the right to contact the Requester by any means available, including but not limited to email, telephones, and mail. If the Requester's charges are passed to a third-party agency following reasonable attempts by Company to recover payment, Requester agrees to pay all collection costs, reasonable attorney fees, and court costs as applicable.
- c. **Refunds and Credits:** Except for the Happiness Guarantee, 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 Project Advisor Service provided (other than taxes based on the Company'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 the Company or third parties, then the Company may withhold any payments to you for as long as we determine any related risks to the Company 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.

4. HAPPINESS GUARANTEE FOR PROJECT ADVISOR SERVICES

- a. Project Advisor Services are eligible for the Happiness Guarantee as set forth at <http://legal.homeadvisor.com/#guarantee>, which is incorporated herein by reference.

5. PRICE MATCH PROMISE

Projects that are eligible for the Price Match Promise will have language indicating such eligibility. If there is no reference to a Price Match Promise, that project is not eligible for the Price Match Promise.

Requirements for Submitting a Price Match Claim:

Your project must be booked through HomeAdvisor.com or Angi.com to qualify for a Price Match, and the lower price must be from a service professional in the HomeAdvisor or Angi network. Your claim must be submitted prior to you paying the 10% down payment for your booked project, and it must include a quote and detailed statement of work from the HomeAdvisor or Angi service professional offering a lower price. The statement of work must include the service professional's contact information. The statement of work must mirror the details of your booked Project Advisor Service project (i.e. in scope, materials, location of home, and timing). To submit your claim, email myproject@homeadvisor.com – or call # (855) 908-0891.

Guidelines and limitations:

We reserve the right to contact the service professional to verify their quote. If we are not able to verify the lower price, we may decline the claim. The Company may deny claims if it believes that the Price Match Promise is being intentionally abused or manipulated to circumvent its intent. A claim may be invalidated if you make any changes to your project after the claim is submitted and approved. Void where prohibited by law. The Company may modify or discontinue the Price Match Promise or these terms and conditions at any time in our sole discretion, with or without notice.

6. SAVINGS MEMBERSHIP.

If you book a Project Advisor Service subject to these terms, you may be automatically enrolled in a complimentary Savings Membership. If you are so enrolled, your Savings membership will be governed by the [Savings Membership Terms](#), except that your Savings Membership will be free of charge and will not automatically renew, unless you expressly agree otherwise at a later date.

7. OTHER OFFERS AND DISCOUNTS

a. Promotional Credit

- i. Promotional credit is only eligible for the specific services designated by the Company. Promotional credit is valid for a limited time only and expires on the date indicated when you receive the applicable promotional credit. Failure to use promotional credit before such expiration date will result in the forfeiture of promotional credit. The Company reserves the right to cancel promotional credit at any time. No refunds will be granted for any expired or canceled promotional credit.

- ii. Promotional credit has 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 the Company. Promotional credits may not be purchased for cash and the Company does not sell promotional credit. Promotional credit is nonrefundable.
 - iii. Promotional credits 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 account with the Company will be billed for all fees and charges for use of any ineligible services. Each promotional credit can only be used once and your account will be billed for all fees and charges for use of any eligible service in excess of the amount of available promotional credit.
 - v. Promotional credit you receive is personal to you. You may not sell, license, rent, or otherwise transfer promotional credit. Promotional credit may be applied only to your account, and may not be applied to any other account.
- b. No other discount, promotion, coupon or offer of the Service Provider, displayed by, promoted by, offered by, or obtained through, the Company, 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.

8. INFORMATION YOU PROVIDE TO US/CONSENT TO BE CONTACTED

- a. **General:** Upon using the Company's services, 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 the Company, 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 the Company, its affiliates, subsidiaries, parents and/or Users/Service Providers, including but not limited to: operational communications concerning your account or use of the Company or its services, updates concerning new and existing features offered by the Company, communications concerning promotions run by us, and news concerning the Company and industry developments. You also authorize the Company 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 the Company 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 our websites, communications concerning promotions run by us, and news concerning the Company and industry developments, and that your consent is not required to purchase products or services. You agree that by completing a service request, you are entering into a business relationship with the Company and/or a Service Provider and thus agree to be contacted by the Company and/or a Service Provider. You acknowledge that you are not required to consent to receive promotional messages or phone calls as a condition of using the Company's 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 the Company at any time.

- b. **Recording:** You acknowledge that the Company 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 the Company's use of a third party 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 the Company. During this process, the Company 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 the Company's use and disclosure of this call data for its legitimate business purposes.
- c. **Provisions Specific to Text Messaging:** You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages (e.g. cart reminders) from the Company, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. Consent to receive automated marketing text messages is not a condition of any purchase. Msg & Data rates may apply. Message frequency will vary. The Company reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. The Company also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so. Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. The Company, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages. We are able to deliver messages to the following mobile phone carriers: Major carriers: AT&T, Verizon Wireless, Sprint, T-Mobile, MetroPCS, U.S. Cellular, Alltel, Boost Mobile, Nextel, and Virgin Mobile. Minor carriers: Alaska Communications Systems (ACS), Appalachian Wireless (EKN), Bluegrass Cellular, Cellular One of East Central IL (ECIT), Cellular One of Northeast Pennsylvania, Cincinnati Bell Wireless, Cricket, Coral Wireless (Mobi PCS), COX, Cross, Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri), Illinois Valley Cellular, Inland Cellular, iWireless (Iowa Wireless), Keystone Wireless (Immix Wireless/PC Man), Mosaic (Consolidated or CTC Telecom), Nex-Tech Wireless, NTelos, Panhandle Communications, Pioneer, Plateau (Texas RSA 3 Ltd), Revol, RINA, Symmetry (TMP Corporation), Thumb Cellular, Union Wireless, United Wireless, Viaero Wireless, and West Central (WCC or 5 Star Wireless). Text the keyword STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode or in reply to a text message to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode or in reply to a text message you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that the Company and its Service Providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from the Company through any other programs you have joined until you separately unsubscribe from those programs. You acknowledge that by opting out of receiving text (SMS) messages from the Company and the Service Professionals, your use of the Company's services may be impacted. The Company and its affiliates may view, store, access and disclose messages exchanged between you and consumers transmitted via the Company's messaging platform. Text the keyword HELP to our shortcode to return customer care contact information.
- d. **False Information:** 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 the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to refuse any current or future use of our services (or any portion thereof) by you. You are responsible for any use of services offered by the Company by persons to whom you intentionally or negligently allow access to your password. 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 THE COMPANY 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 PROJECT ADVISOR 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 THE COMPANY AND EACH SERVICE PROVIDER WHO ACCEPTS SUCH SERVICE REQUESTS, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF \$11,000 TO EACH OF THE COMPANY 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.

- e. **Emails:** The Company may send you confirmation and other transactional emails regarding the Project Advisor Services. The Company 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. 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.

9. CALL RECORDING

You acknowledge and agree that the Company, and its third party service providers, may monitor and/or record any telephone calls between you and the Company.

10. 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 the Company's services. You are solely and fully responsible for all activities that occur under your password or account, except that the Company may, in certain circumstances, access your account to make changes that you request, such as rescheduling a Project Advisor Service appointment. The Company 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/contact.

b. You will provide us with such proof of identity as we may reasonably request from time to time.

11. 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 the Company. We may terminate this Agreement or terminate or suspend your right to use the Company's services 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 the Company's websites, 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 the Company's services due to any Prohibited Conduct, we will refund in full any payments for Project Advisor 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, the Company 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 the Company's services (provided that there are no outstanding Project Advisor Services ordered under your password or account) and by closing any account you have opened with the Company. If you attempt to terminate this Agreement while there are still outstanding Project Advisor Services ordered under your password or account, this Agreement shall not terminate until such Project Advisor Services have been performed or otherwise canceled as permitted by the Company.
- d. Cancellation Policy for Project Advisor Service Cancellation by Requester. Requesters may cancel their Project Advisor Service through the Company at any time, subject to the following conditions: (i) if a Requester cancels before Project Initiation, the Company may retain the Deposit as a cancellation fee; and (ii) if a Requester cancels after Project Initiation, then Requester **will be required** to pay for (a) any work the Service Provider performed prior to the Requester's cancellation which includes but is not limited to; permitting, scheduling, and staffing for the Project; (b) any materials the Service Provider purchased prior to the Requester's cancellation; and (c) any other expense or fee incurred by the Service Provider and/or the Company in relation to the Project Advisor Service. Such cancellation fees will be assessed at the Company's sole discretion. Additionally, if Requester cancels the Project at any point, the Company is not responsible for sourcing another contractor at the previously quoted price. A Project Advisor Service appointment may be canceled by contacting the Project Advisor team at myproject@homeadvisor.com or by calling (877) 431-0013. If Requester does not respond to the Company's multiple, reasonable attempts to contact Requester regarding a particular Project Advisor Service, Requester shall be deemed to have cancelled that Project Advisor Service and the terms herein shall apply. Notwithstanding anything herein, any amount held by the Company as a Deposit or an Upfront Payment shall not be returned by the Company to the Requester in instances where Requester has cancelled a Project Advisor Service but uses any materials or correspondence provided or facilitated by the Company in order to proceed with the home service that was the subject of the Requester's Project Advisor Service request.
- e. Policy for Service Cancellation by Service Provider. Except for Project Advisor Services that are requested through Home Improvement Referrals, when a Service Provider cancels a scheduled Project Advisor Service, the Company generally notifies the Requester and may make the Requester's Project Advisor Service request available for another Service Provider to select. However, the Company cannot guarantee that a canceled Project Advisor Service will be selected by another Service Provider and rescheduled or that the Project Advisor Service request will be completed.
- f. Policy for Service Cancellation by the Company. The Company reserves the right to cancel a Project Advisor

Service for any reason, whereupon the Company shall return all or a portion of the Upfront Payment, as determined by the Company in its sole discretion.

12. LIMITED LICENSE; INTELLECTUAL PROPERTY RIGHTS

The Company, its platform, and the information, data, content and materials, which it contains (“Company Materials”), are the property of the Company and/or its affiliates, subsidiaries, parents and licensors, excluding User-generated content, which the Company has a right to use as described below. The Company Materials are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. The Company 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 Company Materials. Any use of Company Materials, other than as expressly permitted herein, is prohibited without the prior permission of the Company and/or the relevant right holder. The service marks and trademarks of the Company, including without limitation HomeAdvisor.com, Angi.com, and the Angi and HomeAdvisor logos are service marks owned by the Company. Any other trademarks, service marks, logos and/or trade names appearing on the Company’s platform or websites are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on the Company’s platform or websites without the express prior written consent of the owner.

13. REVIEWS; CONTENT LICENSE

- a. The Company may ask that you submit a written review upon completion of a Project Advisor Service. If you receive a request for a review, you agree to submit a written review with respect to the provision of your Project Advisor Service.
- b. Although the Company 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 to the Company via its platform and websites, you automatically grant, and you represent and warrant that you have the right to grant to the Company 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 the Company with Content, you automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content by any other party.

14. MODIFICATION, LIMITATION AND DISCONTINUANCE

The Company reserves the right at any time to limit access to, modify, change or discontinue Project Advisor Services with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of Project Advisor Services. You agree that the Company will not be liable to you or to any third party for any such limitation, modification, change, suspension or discontinuance of Project Advisor Services. You agree that the Company may establish general practices, policies and limits, which may or may not be published, concerning the use or operation of Project Advisor Services.

15. DELAYS

The Company 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.

16. 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 the Company. In addition, none of the Submissions will be subject to any obligations of confidentiality and the Company will not be liable for any future use or disclosure of such Submissions.

17. RATINGS & REVIEWS ARE NOT ENDORSED BY THE COMPANY

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 the Company. The Company disclaims any and all representations or warranties with regard to the Ratings and Reviews. The Company **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.

18. ARTICLES AND OTHER CONTENT.

The Company provides certain content relating to home improvement, repair, maintenance ("Articles"), on the Company's platform, websites or apps, and via mobile applications owned and operated by the Company. 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.

19. LINKS TO THIRD PARTY SITES

The links in the Company platform, websites, or apps may lead you off of properties owned and operated by the Company. The linked sites are not under the control of the Company and the Company 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. The Company is not responsible for webcasting or any other form of transmission received from any linked site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the linked site. YOU ACCESS THIRD PARTY SITES AT YOUR OWN RISK. THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE AND/OR VIEWING OF ANY THIRD PARTY SITES, AND YOU HEREBY AGREE TO HOLD THE COMPANY HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.

20. THIRD PARTY COPYRIGHTS AND OTHER RIGHTS

The Company 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.

21. RULES FOR USE OF THE COMPANY'S SERVICES

During the term of this Agreement, Requesters may use the Company's services 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 the Company's services to request Project Advisor Services solely with respect to a location where the Requester is legally authorized to have such services performed. Requesters may not use the Company's services for any other purposes or in connection with any commercial endeavors whatsoever without our express prior written consent. Requesters agree that an order for Project Advisor 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 Project Advisor 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 the Company's services 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 the Company's services or any Project Advisor 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 the Company. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to Project Advisor Services facilitated through the Company without express written permission from us.
- h. Use the Company's services 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 the Company's platform, 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 the Company's services.
- 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 the Company, 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 the Company's 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 the Company's services under different usernames or identities, after your account has been suspended or terminated.
- t. Mirror or archive any part of the Company's platform, websites, or apps, or any content or material contained on the Company's properties without the Company'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 the Company's consent.

22. CONFIDENTIALITY

The term "Confidential Information" shall mean any and all of the Company's trade secrets, confidential and proprietary information, personal information and all other information and data of the Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. The Company's platform, websites, and apps contain

secured components that are accessible only to those who have been granted a username and password by the Company. Information contained within the secure components of the Company's properties is confidential and proprietary. You acknowledge that Confidential Information (as hereinafter defined) is a valuable, special and unique asset of the Company and agree that you will not use Confidential Information other than as necessary for you to make use of the Company's services 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 the Company 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 the Company upon termination of this Agreement for any reason whatsoever.

23. 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 the Company's 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 the Company. 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 Company's platform, websites, or apps or any other Company owned, operated, licensed or controlled site. Elements of the Company platform, websites, or apps that 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 Company website may be copied or retransmitted unless expressly permitted by the Company. 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. THE COMPANY 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. THE COMPANY 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 COMPANY WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY 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.

24. WARRANTY DISCLAIMER

You understand and agree that TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PROJECT ADVISOR SERVICES PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT THE COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PROJECT ADVISOR SERVICES PROGRAM. THE COMPANY 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 THE COMPANY COLLECTS WILL NOT BE DISCLOSED, (C) ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED IN CONNECTION WITH PROJECT ADVISOR 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 THE COMPANY'S SERVICES, OR (G) AS TO THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE SERVICES, PROJECT ADVISOR SERVICES, ANY PRODUCTS, MERCHANDISE, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE COMPANY'S SERVICES OR THIS AGREEMENT. NEITHER THE COMPANY NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS ARE RESPONSIBLE FOR THE

CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE COMPANY'S SERVICES (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY REQUESTERS OR SERVICE PROVIDERS). NEITHER THE COMPANY NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT THE COMPANY'S PLATFORM, WEBSITES, AND/OR APPS IS FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT THE PARTICIPATION IN PROJECT ADVISOR SERVICES, USE OF SERVICES OFFERED BY AND THROUGH THE COMPANY, 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.

25. LIMITATION OF LIABILITY

YOU AGREE NOT TO HOLD THE COMPANY, 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 THE COMPANY'S SERVICES, 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 THE COMPANY OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE COMPANY'S HAPPINESS GUARANTEE, UNDER NO CIRCUMSTANCES WILL THE COMPANY OR MEMBERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE COMPANY'S SERVICES OR ANY PROJECT ADVISOR SERVICES, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. THE COMPANY AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE COMPANY'S SERVICES, THE PROJECT ADVISOR SERVICES, 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 THE COMPANY 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 THE COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE OR (2) THE AMOUNT EXPRESSLY PERMITTED UNDER THE COMPANY'S HAPPINESS GUARANTEE.

NOTHING IN THIS AGREEMENT OR ON THE COMPANY'S PLATFORM, WEBSITES, OR APPS 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 THE COMPANY'S SERVICES, 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 THE COMPANY'S SERVICES.

YOU ACCEPT THAT THE COMPANY 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 THE COMPANY'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 COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, ASSIGNS AND SUB-CONTRACTORS AS WELL AS THE COMPANY.

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.

26. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company, 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 Project Advisor 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 the Company's platforms. The Company 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 the Company.

27. SECURITY INTERESTS AND LIENS

If you make all required payments under this Agreement and any related Project proposals, no security interest will be placed against your property by the Company. If you fail to make all owed payments, the Company may place a lien on your property to secure payment, which may cause a loss of your property if you fail to pay as requested. After paying on any completed phase of Services and before making further payments, you should request from the Company a signed release from or waiver of any right to place any security interest against your property applicable to the work already completed. You may consult an attorney about the process to discharge security interests.

28. NOTICE

You agree that the Company may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on its website(s). All notices to the Company must be provided by either sending: (i) an email to legal@homeadvisor.com; or (ii) a letter, first class certified mail, to the Company's Legal Department, 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.

29. 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 the Company, including without limitation any dispute or claim related to or arising out of this Agreement ("Dispute"), you and the Company 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 the Company. The Company's address for such notices is: legal@HomeAdvisor.com and/or by mail to the Legal Department, 3601 Walnut St, Suite 700, Denver CO, 80205.
- b. Arbitration. If a Dispute is not resolved through Informal Negotiations, you and the Company 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). 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, the Company 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 the Company 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 the Company 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 the Company 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 29 will be given full force and effect.

30. GOVERNING LAW; JURISDICTION; TIME LIMITATION FOR CLAIMS

Except for the Arbitration Agreement in Section 29, 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 Indiana, 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 Marion, Indiana. 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.

31. INDEPENDENT SERVICE PROVIDERS

THE COMPANY PROVIDES A SOFTWARE PLATFORM WHICH ALLOWS YOU TO PURCHASE PROJECT ADVISOR SERVICES FROM THE COMPANY THAT THE COMPANY FULFILLS USING INDEPENDENT SERVICE PROVIDERS. THE COMPANY IS NOT THE EMPLOYER OF ANY SERVICE PROVIDER AND SERVICE PROVIDERS ARE NOT THE COMPANY'S AGENT FOR ANY PURPOSE WHATSOEVER. YOU ACKNOWLEDGE THAT THE INDEPENDENT SERVICE PROVIDERS ARE INDEPENDENT CONTRACTORS AND THE COMPANY DOES NOT SUPERVISE, DIRECT, OR CONTROL A SERVICE PROVIDER'S WORK IN ANY MANNER.

32. ENTIRE AGREEMENT

This Agreement entered into by you and the Company governs your use of the Site and constitutes the entire agreement between you and the Company with respect to Project Advisor Services. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and the Company 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 the Company under this Agreement.

33. 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 the Company's rights if the Company 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 the Company 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 the Company 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 PROJECT ADVISOR 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.