

HOMEADVISOR MOBILE APPLICATION END USER LICENSE AGREEMENT

Last updated February 13, 2020

This End User License ("**License**") is between you and HomeAdvisor, Inc ("**HomeAdvisor**") and governs your use of the HomeAdvisor application (the "**App**"). The HomeAdvisor App allows you to use certain aspects of HomeAdvisor's service, available at www.HomeAdvisor.com as well as certain specific features only available through the App (the "**Service**").

1. Parties. This License is between you and HomeAdvisor only, and not with the app distributor or operating system of your mobile device (e.g. Apple, Android, Amazon, Nokia, Samsung or Microsoft). HomeAdvisor, not these companies, is solely responsible for the App and its content. Depending on your mobile device operating system or the App distributor and their applicable app store terms of service, your mobile device operator or App distributor may have the right to enforce this License against you as a third party beneficiary.

2. Terms of Service. Your use of the Service through the App is subject to the HomeAdvisor [Terms of Service](#) which is made a part of this License.

3. Articles, Tips and Other Content HomeAdvisor provides certain content relating to home improvement, repair, maintenance ("Articles"), on the HomeAdvisor website, and via mobile applications owned and operated by HomeAdvisor. Such Articles are provided "As-Is", without any warranties or representations, and you assume all liability and responsibility for your use of such Articles. You understand and agree that the Articles do not provide advice, and that such Articles are no substitute for the advice of a professional.

4. Privacy. HomeAdvisor may collect and use your information as set forth in its [Privacy Policy](#) which is made a part of this License. HomeAdvisor makes the following App-specific privacy disclosures: HomeAdvisor may collect and use information related your device, such as the unique device ID ("UDID"), the device type, operating system, and carrier information. HomeAdvisor may collect and store information about your activities on the app and online/offline status and tie that information to your UDID. HomeAdvisor may share such information with vendors who power certain features of the App such as voice recognition or push notifications, and with analytics vendors who help us better understand our App user demographics. Advertisers and advertising networks that place ads in the App may also collect, store and use your information about your usage of the App, your general geographic area and interaction with ads and to link this data with your UDID for their own usage, including targeting ads to you. With your consent, HomeAdvisor may collect and store your exact geographic location information to power the "Find a Pro" or similar feature, which allows App users to see relevant Service Professionals near their current location. We may share this information with advertisers and advertising networks to target advertisements to you based on your geographic location. If you interacted with one of our mobile ads promoting the App, we may have used an ad tag in order to recognize you when you install the App. We do this to measure the performance of our ad campaigns.

5. Limited License. HomeAdvisor grants you a limited, non-exclusive, non-transferrable, revocable license to

use the App for your personal, non-commercial purposes. You may only use the App on a device that you own or control and as permitted by the terms of service of the app store where you may have downloaded the app.

6. Warranty. The App is provided for free on an "as is" basis. As such, HomeAdvisor disclaims all warranties about the HomeAdvisor App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, HomeAdvisor, not the app distributor or operating system of your mobile device, shall be solely responsible for such warranty.

7. Maintenance and Support. HomeAdvisor provides limited support for the App and the App is provided "as is". To the extent that any maintenance or support is required by applicable law, HomeAdvisor, not the app distributor or operating system of your mobile device, shall be obligated to furnish any such maintenance or support.

8. Third Party Intellectual Property Claims. HomeAdvisor shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the HomeAdvisor App. To the extent HomeAdvisor is required to provide indemnification by applicable law, HomeAdvisor, not the app distributor or operating system of your mobile device, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the HomeAdvisor App or your use of it infringes any third party intellectual property right.

9. Product Claims. HomeAdvisor, not the app distributor or operating system of your mobile device, is responsible for addressing any claims by you relating to the HomeAdvisor App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the HomeAdvisor App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this License shall be deemed an admission that you may have such claims.

10. U.S. Legal Compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

11. Contact Information. Should you have any questions, complaints, or claims relating to the HomeAdvisor App, please contact us at mobilefeedback@homeadvisor.com.