

Welcome to Angi! We're excited to help you grow your business. When you use Angi, you enter into a legal agreement, which are the Terms that you see below. We have made an effort to make this agreement as clear and concise as possible, but we could not avoid including a certain amount of legalese. To help you understand the key provisions of this agreement, below this introduction we've included questions and answers that address the most important points of the agreement that you should understand. This summary is not part of the agreement itself, but rather a tool to help you better understand the agreement and the terms of your membership. You still need to read the entire agreement below! We have also bolded several areas that address important legal rights, including a class action waiver and binding arbitration.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

Key Provisions of This Agreement

Q. Do you warrant or guarantee your service? A. No, we do not make any warranties about our services, including whether you will be successful or how many jobs you will win.

Q. How will you contact me? A. By becoming an Angi member, you authorize Angi and its affiliates to contact you regarding account information or other marketing offers via email, fax, text, or phone, using automated technology, even if you are on a state or federal Do Not Call list and even if you have previously opted out of Angi marketing.

Q. What does it mean that I need to indemnify you? A. If someone sues us because of something you did, you're responsible for it, so please read Section 4 carefully.

Q. What is arbitration, and what does it mean to waive my class action rights? A. A third party arbitrator will help us resolve any disputes we might have. This means that any dispute will be resolved outside of class-action litigation. Hopefully, disputes will never be an issue, but you should read Section 5 carefully for details on how it works.

Q. How do I cancel my membership? A. You may cancel your membership by contacting Customer Care at (877) 947-3676, by emailing customercare@angi.com, or by using live chat. Cancellation fees may apply.

ANGI SERVICE PROFESSIONAL TERMS

This Agreement ("Agreement") governs your relationship with Angi, Inc. In this Agreement, we will refer to you, the member Service Professional, and all of your d/b/a's, affiliates, agents, employees, representatives and subcontractors as "you," "SP," "Service Professional" or "member" and to Angi, Inc. and its employees and agents as "we" or "us" or "Angi." Other Service Professionals who have joined Angi's network are referred to in this Agreement as "Service Professionals," "SPs," or "members." Unless otherwise stated, all terms and conditions set forth in this Agreement that apply generally to Service Professionals also apply to and bind you. References herein to the Angi "Website" include any and all websites now, or hereafter, owned or operated by Angi. **It is important to read our entire Agreement carefully as some of the provisions affect your legal rights.** These Terms & Conditions were last updated on September 26, 2023.

1. What We Agree.

a. With Respect to Lead Purchasing.

i. Angi aims to receive requests from homeowners, property managers, individuals and others ("potential customers") who indicate interest in certain services relating to home improvement, repair, maintenance and other types of tasks and projects ("service requests"). These service requests may be submitted directly or indirectly to Angi via the Angi Leads Website, the Angi Ads Website, telephone calls, third party affiliate websites or other means. Angi may send you a

communication, which contains information relating to a service request, including the potential customer's contact information (a "Lead"). Although Angi runs service request information through proprietary filtering processes to try to filter out potentially faulty requests, Angi cannot and does not review each service request individually, and therefore does not guarantee the source, accuracy, validity, or quality of its Leads. We may also send your contact information to the customer. The information we provide about you will be based on the information you submit and Customer Ratings & Reviews, and may be amended by Angi from time to time. Angi may also use masked tracking phone numbers, email addresses, or other methods of contact tracking. Leads may also be sent to other member service professionals based on the category of the service request. Angi agrees to take commercially reasonable steps to ensure the quality of its Leads, but cannot always guarantee the source, accuracy, validity, or quality of every service request or the contact information contained therein. If we discover that a Lead we have sent you does not meet our standards, we agree to provide you with a Lead credit, consistent with our Lead Credit Policy, which can be found here and is incorporated by reference into these Terms and Conditions.

- ii. We do not make any guarantees, representations or warranties regarding the source, accuracy, validity, or quality of Leads, a customer's level of interest, their desire to have work completed, their ability to pay you, the accuracy of the information provided to Angi, that any customers will hire you to perform services, or that you will successfully contact each customer. Nor do we guarantee to provide you any specific number of Leads. Although we limit the number of Service Professionals that are matched to a customer, you may also be competing against Angi, or its affiliates and its affiliates' service professionals, including Angi Services and Handy, for a job. For the avoidance of doubt, this means that a Lead may be sent to multiple other pros which will include Handy, Angi Services, or other Angi entities as the direct service professional and/or service professionals contracting with Handy, Angi Services, or other Angi entities to provide services. These pros may also contact that same Lead for the same job. We are not involved in, nor do we have any responsibility for your contracts with customers or any payments to you or any disputes they may have with you or you may have with them. Angi is free to contract with other Service Professionals as this is not an exclusive contract.
- iii. We provide customers with the ability to rate their experience working with you via Customer Ratings & Reviews. You will also have the ability to solicit and collect ratings and reviews from any of your customers, which may or may not be displayed in LiveDirectory (defined below), in Angi's sole discretion.
- iv. For Service Professionals using Angi' Exact Match Services (not available in Canada), Angi shall endeavor to generate click-throughs to the SP's listing and online profile page and calls to the Exact Match Numbers (defined below), based upon the profile information supplied by SP. Angi shall provide for the hosting of the SP online profile page (which may appear in the Angi LiveDirectory (defined below) and elsewhere on the Internet, however, SP is solely responsible for all content provided by SP that appears on SP's online profile page. Angi shall provide the telephone numbers unique to SP's online profile page ("Exact Match Numbers"). In addition, customers will be able to complete a service request on the SP online profile page. A submission of a service request by a customer on SP's online profile page, or via a telephone call to SP's Exact Match Number shall constitute an "Exact Match Directory Lead."
- v. If your Angi rating drops to three (3) stars or below, you will no longer be permitted to purchase Leads from Angi until you raise your rating above three (3) stars (although your directory listing will remain active). You will have the ability to improve your rating by acquiring additional positive reviews to lift the rating. However, you will not be able to use references from non-Angi consumers to increase your rating, you must obtain additional consumer reviews submitted

through the Angi platform. Once your rating is greater than three stars, you will regain your eligibility to purchase Leads.

b. With Respect to Subscription Members:

- i. Angi Leads Membership Subscription: You may purchase a subscription to receive services including: Placement in Angi's directory product which is displayed on the Angi Website ("LiveDirectory") and Customer Ratings and Reviews solicitation. You may be displayed among service professionals who are members of Angi affiliate companies, some of whom may have been subject to different screening criteria than the screening you are required to undergo. In the event you purchase a subscription and elect to appear in the LiveDirectory, your business listing may appear on the Pro Reviews section of the Angi Website, in response to requests from customers for contractors in the project categories that you have indicated to us that you perform, in geographic locations where you have told us you perform services. Angi does not make any representations or warranties regarding how often your listing and/or profile (including any ratings or reviews) will appear or be viewed, or where or on what page of the Pro Reviews tab your listing will appear, or your conversion rate for impressions or views of your profile page. You will also have the ability to solicit and collect ratings and reviews from any of your customers, which may or may not be displayed in LiveDirectory, in Angi's sole discretion. In addition, the telephone number displayed with your listing shall be your actual telephone number that you provide to Angi (unless your listing is appearing as an Exact Match listing).
- ii. Angi Advertising Subscription: Please see **Schedule 2** to this Agreement.

- c. BILLING FOR SERVICE PROFESSIONALS: If you are both an Angi Leads Subscription member and an Angi Advertising Subscription member, you agree that you are receiving separate and valuable consideration from both by way of Contacts, including Leads, and exposure to consumers of both platforms. While there are some overlapping benefits for advertisers on both networks, these are separate products and there is separate value in the products and services they offer to you.
- d. Promotion by Angi. From time to time, Angi may promote pros who meet certain standards determined by Angi. This promotion might come in the form of a badge or other designation.

2. **What You Agree.**

All Angi Service Professionals. You agree to all terms and conditions of this Agreement and represent, on behalf of you, your company (including any predecessor entities of your company), employees, subcontractors, and any individuals performing work on your behalf, at the time you become an Angi SP, and thereafter while this Agreement remains in effect, as follows:

a. Background Check Authorization and Disclosure:

- i. AUTHORIZATION: You hereby: (a) represent that you are the owner, principal, or manager of the company with authority to bind the company; and (b) authorize Angi Leads to provide your home mailing address, social security number, date of birth ("Personal Information") and any other information you provide to us to a third-party information collection service entity selected by Angi Leads, at any time while your company is in Angi Leads's network, to verify, obtain copies of records, and gather any information pertaining to your criminal record, as well as financial screening (including but not limited to searches for bankruptcies, liens and civil judgments) for the purpose of Angi Leads's evaluating its desire to enter into or continue a contractual business arrangement with you. Angi Leads will share this Personal Information only with third parties designated to carry out the background checks and with Angi Leads's affiliates.
- ii. DISCLOSURE: Angi Leads hereby discloses to you that a consumer report, as defined by the Fair Credit Reporting Act, may be obtained for the purpose of advertising with Angi Leads, its affiliates, representatives, or agents. You hereby authorize the procurement of the consumer report. Information from the consumer

report will not be used in violation of any applicable federal, state, or local equal employment opportunity law or regulation. You understand that your date of birth will be used solely for identification purposes and will not be taken into account in any advertising decisions.

- b. Membership in the Angi network is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. By applying to join Angi, you represent and warrant that you are eligible.
- c. You are qualified and capable of performing the services, trade, or tasks you selected when enrolling, and any subsequent amendments you make to your account related to services provided.
- d. You are, and at all times will be, properly and fully licensed*, bonded and insured** (at levels in accordance with applicable industry standards) under all applicable laws and trade regulations (and upon request will produce documentation to verify this), and further, that you have not been turned down for insurance coverage related to your provision of services. You will notify us promptly of any such changes to your licensing, bonding or insured status. *If you or your company are operating under a license with special restrictions you agree and represent that you will at all times operate within the guidelines as specified by such restrictions. **This requirement is only applicable to service professionals accepting Leads in the "Movers" category. You will comply with the Angi membership requirements as specified from time to time. If these requirements are amended, you will be advised and must comply with any changes immediately upon notification if no action is required on your part or within thirty (30) days if affirmative action is required of you.
- e. You expressly authorize Angi to share your personal information (including without limitation, the company's name, address, licensing status, screening information, consumer reviews and rating, names and contact information of individuals affiliated with the company, and details regarding your advertising relationship with Angi with Angi's affiliates, including without limitation, Handy, and IAC/Interactive Corp.
- f. You hereby represent that you, any predecessor entities of your company, any other majority shareholders, partners or members, and your company, are free from any felony criminal convictions. If at any time during your membership with Angi you, any predecessor entities of your company, any other majority shareholders, partners or members or your company, should have a felony conviction entered against such party, you will promptly notify Angi. You further represent that you have not been sanctioned or penalized by any governmental authorities in connection with your provision of services to any of your customers, and that you have not been denied membership to (or had your membership revoked from) any professional industry associations. You authorize Angi to verify that all of the above representations are truthful and accurate at any time while this Agreement remains in effect.
- g. You represent and warrant that neither you, your employees nor your subcontractors will be impaired by any drugs, alcohol or other controlled substances while performing any services pursuant to this Agreement.
- h. You will cooperate with us if we attempt to facilitate the resolution of any customer complaints between you and your customers; however we are not liable to you or any customer if such matters cannot be resolved. We reserve the right to charge you for any amounts paid to a customer by Angi in connection with a dispute between you and a customer, or based upon your performance of or failure to perform services for a customer, and you agree to reimburse us for any such payments and for any costs, expenses or attorneys' fees incurred by Angi in connection with the dispute. You agree that we shall have the right to disclose any information we have regarding you and your company to any authorities requesting information from us regarding any work or services you have performed.
- i. If you provide any quotes to customers via the Angi Website, such quotes are provided for informational purposes only. A customer cannot contract with you via the Angi Website. In the event a customer selects you on our Website in response to a quote you provide (or schedules and appointment), such selection (or appointment) is merely an indication of the customer's interest in contacting or being contacted by you. You agree that you will not charge a Lead fee to a consumer who has not hired you for a job.
- j. If you provide written comments or testimonials about our service or activities, you agree that we shall have sole ownership of any and all intellectual property rights in such comments or testimonials, and that we may post and publish your comments or portions thereof at our sole discretion on our Website or in marketing materials including your name

and company or agency, and that you shall not be entitled to any payments associated with our use of the foregoing. You hereby authorize us to use your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names and logos, content including photographs, in the form or format that you supply to us or that you upload to our Website, for use and posting on our Website and for use in marketing materials to be presented to customers or prospective SPs in online postings, via emails or otherwise to help promote you or your services, and that you shall not be entitled to any payments associated with our use of the foregoing. Angi reserves the right, in its sole discretion, to review, reject and remove any content that you upload to the Angi Website or your company profile. You further represent that you have all necessary rights to display any of the logos, service marks, trademarks, and any other content that you upload to our Website, and you represent that your uploading for display of any such content, and the use by Angi of such content as contemplated by this Agreement, shall not violate any third party's intellectual property rights. If there are any limitations or restrictions pertaining to the use or presentation of such logos, trade or service marks, it shall be your responsibility to provide us in writing with any such restrictions or limitations of use. If expressly authorized by us in writing in advance, you may be authorized during the term of this Agreement to use certain marks of Angi as necessary to promote your business. You are expressly prohibited from registering any trademarks or domain names of Angi.

- k. By posting or providing any content on the Angi Website, including but not limited to photographs ("Content"), you represent and warrant to Angi that you own or have all necessary rights to use the Content, and grant to Angi the rights granted below. The foregoing representation includes, but is not limited to a representation and warranty that you have own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner. You hereby grant Angi and its users a perpetual, irrevocable, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, edit, abridge, crop, create derivative works, perform, distribute, and place advertising near and adjacent to your Content on the Angi Website, and on any other websites owned or operated by Angi. Nothing in this Agreement shall restrict other legal rights Angi may have to the Content, for example under other licenses. Angi reserves the right to remove or modify Content for any reason, including Content that Angi believes violates this Agreement or our policies. You further authorize us and our affiliates, licensees, sublicensees, and users, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now know or hereafter created) the Content, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason. In the event your Angi account is terminated, or if you remove any Content from your Angi account, Angi and its users may retain your Content and may continue to use any of your Content (pursuant to the license granted above). You acknowledge and agree that any Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
- l. You acknowledge and agree that all of the content and information posted on the Angi Website, including but not limited to Service Professional profiles, screening information, and Customer Ratings & Reviews (excluding any logos or trademarked materials, or other intellectual property of Service Professionals provided by Service Professionals), is the sole and exclusive property of Angi. You acknowledge and agree that you have no right to reproduce, post, publish, display or otherwise use any Customer Ratings & Reviews (including those relating to you and your business), or any other content posted on the Angi Website, other than content provided directly by you. You represent and warrant that all of the information you provide to Angi, including any and all information you include on your profile page, is true and accurate. You acknowledge that a violation of any of the foregoing could result in significant damages, and you agree that you are liable to Angi for any such damages, and will indemnify Angi in the event of any third party claims against Angi based on or arising from your violation of the foregoing. You acknowledge and agree that Angi has the right, in its sole discretion, to contact customers about services you provide to gain their feedback and rating of you, and to display such Customer Ratings and Reviews on our Website. Angi is not responsible or liable to you for any comments, ratings or communications of any kind from customers that we choose to post on our Website.

- m. You will not engage in any illegal acts or acts of wrongdoing, dishonesty or unethical business practices with Angi, any customer or other third party, including, but not limited to, disclosing any user personal information to any third party. You will at all times be in full compliance with all applicable Federal, State, Provincial, local and other laws and regulations that apply to your activities. YOU ACKNOWLEDGE AND AGREE THAT TO KNOWINGLY SHARE, DISTRIBUTE, TRANSFER, OR SELL AN ANGI SERVICE REQUEST, OR LEAD (OR THE INFORMATION CONTAINED THEREIN) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IS A VERY SERIOUS BREACH OF CONTRACT AND FRAUDULENT MATTER THAT COULD RESULT IN INVASION OF PRIVACY RIGHTS OR OTHERS, SIGNIFICANT COSTS AND DAMAGES TO OTHERS AND TO ANGI AND OTHER SERVICE PROFESSIONAL MEMBERS. RESPONDING TO SUCH A VIOLATION WOULD ALSO RESULT IN THE LOSS OF TIME AND EFFORT ON THE PART OF ANGI . THERE ALSO MAY BE REGULATORY FINES AND PENALTIES IMPOSED FOR CONTACTING CONSUMERS AND BUSINESSES IN A MANNER NOT IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS INCLUDING BUT NOT LIMITED TO FEDERAL STATE AND PROVINCIAL DO-NOT-CALL REGULATIONS AND FEDERAL STATE AND PROVINCIAL ANTI-SPAM REGULATIONS. ACCORDINGLY, IF YOU KNOWINGLY SHARE, DISTRIBUTE, TRANSFER, OR SELL A SERVICE REQUEST, OR LEAD (OR THE INFORMATION CONTAINED THEREIN) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO ANGI, AS SET FORTH IN SECTION IV BELOW, FOR ALL THE DAMAGES, WHETHER DIRECT OR INDIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES OR ATTORNEYS' FEES THAT MAY ARISE FROM SUCH ACTIVITIES.
- n. You agree to allow only employees of your company or independent contractors performing services directly on behalf of your business to contact or provide any service to customers you learn of via a Lead. To the extent you use any such subcontractors, you shall be responsible and liable for all acts and omissions of such subcontractors and for ensuring that such subcontractors comply with all the provisions of Section II of this Agreement. You agree not to sell, trade, gift, assign, or otherwise transfer any Service Requests, or Leads provided by Angi to any other party, including any other Angi Service Professionals.
- o. In the event you participate in any promotion whereby Angi Leads promotes an offer or discount related to your services, whether on the Angi Leads Website, via direct mail, or otherwise, you agree to abide by the terms of such offer or discount.
- p. **By enrolling in the Angi network or otherwise becoming a member of Angi, and/or by inquiring about membership in the Angi network or other Angi products or services, you are requesting, and you expressly consent to being contacted by us and by our agents and representatives via phone, fax, email, mail 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, and even if you have previously opted- out from receiving marketing emails from Angi, 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 or for other purposes reasonably related to our business, including marketing related emails. You agree and acknowledge that Angi and its affiliates may use automated phone technology (including autodialed and prerecorded messages) to provide you with operational communications concerning your account or use of the Services, updates concerning new and existing features on the Angi website, communications concerning promotions run by us, and news concerning Angi and industry developments, and that your consent is not required to purchase products or 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 consent to be automatically opted in to Angi's SMS program, "Angi Leads Alerts," and agree that Angi may send you text messages with instructions on setting up your account and special offers. For questions, Text HELP for more help or call (877)- 947-3639, and Text STOP to opt out of messages. Message and data rates may apply, and message frequency may vary. Carriers are not liable for delayed or undelivered messages, and supporting carriers include AT&T, Sprint, Verizon, T-Mobile & Metro-PCS. You may opt-out of receiving all text (SMS) messages from Angi (including informational or transactional messages) by replying with the word "STOP" to a text message from us; however you acknowledge that opting out of receiving all texts may impact your use of the Services.**

- q. Angi's mobile applications may implement location features that, if you consent, result in automatic collection of your geolocation information, in which case our mobile application may use such information to allow Angi and customers to view and track your location. We may also use this location information for our internal business purposes, and for providing and enhancing our products and services and advertising. IF YOU WANT TO STOP THE AUTOMATIC COLLECTION OF YOUR LOCATION INFORMATION, YOU MAY DO SO BY USING THE PRIVACY SETTINGS ON YOUR DEVICE, OR BY UNINSTALLING OUR MOBILE APPLICATION. CERTAIN FEATURES, SUCH AS SAME DAY SERVICE, WILL NOT BE AVAILABLE IF YOU OPT OUT OF LOCATION COLLECTION.
- r. You represent and warrant that to the extent that a consumer is interested in any financing options through Angi or its financing partners, you will direct them to Angi, and you will not attempt to apply for any financing on the consumer's behalf through Angi or its financing partners, or make any representations to the consumer regarding financing options or the likelihood of a consumer being approved for financing through Angi or its financing partners.
- s. Any disputes about charges to your account must be submitted to Angi in writing within 30 days of the date such charges are incurred. You agree to waive all disputes not made within the 30 day period, and all such charges will be final and not subject to challenge.
- t. You acknowledge that it is your responsibility to ensure that the communication methods that you have selected in your Angi profile, and all contact and billing information, are kept up-to-date and accurate. Angi is not responsible, or liable, for undelivered customer notifications. You agree to promptly notify Angi if your payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your payment method). In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for you credit or debit card as provided by your credit or debit card issuer.
- u. You agree not to copy/collect Angi Leads content via robots, spiders, scripts, scrapers, crawlers, or any automated or manual equivalent (e.g., by hand).

Angi Leads Subscription Members.

a. In addition to all of the other terms and conditions herein, SPs using Angi 'Exact Match services (not available in Canada) also agree to the following: (i) SP hereby represents and warrants that the information provided by SP in the SP profile on the SP's online profile page is, and shall at all times be, maintained in an accurate, up-to-date and professional manner, and in compliance with all applicable laws and regulations; (ii) SP hereby agrees that it hereby has automatically pre-accepted any Exact Match Directory Leads provided to it by Angi ; (iii) SP hereby agrees to pay for any and all Exact Match Directory Leads, in accordance with the then current Angi fee schedule; (iv) Angi may provide SP's phone number to any individual calling the Exact Match Numbers; (v) SP acknowledges and agrees that not all consumers calling the SP's Exact Match Number or visiting the SP's online profile page will be directed to SP for reasons including, but not limited to the Exact Match consumer's request not matching the SP's profile, SP's account being on hold or no longer being a member of the Angi network, or the SP not having any available monthly budget. In such event, Angi may direct consumers from the SP's online profile page to the Angi Website; (vi) SP hereby authorizes Angi to take any and all actions necessary to generate click-throughs to SP's online profile page and telephone calls to Exact Match Numbers, including contracting with search engines, Internet directories, and other online and offline advertising sources and making the representations herein on behalf of SP to such third parties, and (vii) SP authorizes Angi to use, copy, reproduce, and sublicense SP's contact information, SP's profile, and any content on the SP's online profile page in furtherance of the foregoing. You further acknowledge, that in the event you are using Angi's ' Exact Match services, and you are also a LiveDirectory subscription member, you may appear in the LiveDirectory at different times as an Exact Match listing, or a LiveDirectory subscription member listing, but will only be charged Lead Fees when you receive a service request generated from your listing appearing as an Exact Match listing.

- 3. **Confidentiality.** You agree that Angi's member lists, consumer lists, the terms and conditions of this Agreement, and the existence of this Agreement (collectively, the "Confidential Information"), shall be held in strict confidence, for the mutual benefit of you and Angi, and that, except as necessary in the sale of the goods or performance of the services, you shall not disclose any Confidential Information without the prior written consent of Angi. You are strictly prohibited from selling, sharing, or transferring any of Angi's Confidential Information, including, in particular, member or consumer lists. Notwithstanding the foregoing, you may disclose Confidential Information to the extent strictly necessary to comply with

any order of a court of competent jurisdiction or as may be otherwise required by applicable law.

4. **Indemnification; Limitation of Liability; Disclaimer of Warranties.**

- a. **Indemnification.** You shall fully protect, indemnify and defend Angi Leads and all of its agents, officers, directors, shareholders, suppliers, partners, employees and each of their successors and assigns (“Indemnified Parties”) and hold each of them harmless from and against any and all claims, demands, liens, damages, causes of action, liabilities of any and every nature whatsoever, including but not limited to personal injury, intellectual property infringement, fraud, deceptive advertising, violation of any state, provincial or federal laws or regulations, property damage, attorneys’ fees and court costs, arising in any manner, directly or indirectly, out of or in connection with or in the course of or incidental to (i) any of your work for or dealings with any customers, (ii) your advertising, or (iii) your services, representations, or obligations (including but not limited to your obligation to maintain the confidentiality of user personal information) set forth in this Agreement, including any extra work you perform for a customer for which Angi Leads has not matched you, and in connection with your use of the Angi Leads Seal of Approval, REGARDLESS OF CAUSE OR OF ANY FAULT OR NEGLIGENCE OF ANGI LEADS OR THE INDEMNIFIED PARTIES AND WITHOUT REGARD TO CAUSE OR TO ANY CONCURRENT OR CONTRIBUTING FAULT, STRING LIABILITY OR NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE BY ANGI LEADS OR THE INDEMNIFIED PARTIES.
 - i. **Limitation of Liability.** IN NO EVENT ARE WE LIABLE TO YOU FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR SPECIAL LOSSES, WHETHER BASED UPON A CLAIM FOR BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE CLAIM RELATING TO THIS AGREEMENT, THE RELEVANT GOODS OR SERVICES OR PERFORMANCE HEREUNDER. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF ANGI LEADS TO YOU EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO ANGI LEADS DURING THE PRECEDING 12 MONTHS, REGARDLESS OF THE BASIS OR FORM OF CLAIM.
 - ii. **Disclaimer of Warranties.** YOU UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, ANGI LEADS DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY, AND ACCURACY, TO THE MAXIMUM EXTENT PERMITTED BY LAW.
 - iii. Any claim which you have or may hereafter have which arises out of or relates to, directly or indirectly, this Agreement or Angi Leads’ performance hereunder must be made within one hundred twenty (120) days after the termination of this Agreement. Any claim not so made shall be deemed waived by you.

5. **AGREEMENT TO ARBITRATE ALL DISPUTES AND GOVERNING LAW.**

- a. **Informal Negotiations.** To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and Angi, including without limitation any dispute or claim related to or arising out of this Agreement (“Dispute”), you and Angi 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 physical address that you have provided to Angi. Angi’s address for such notices is: Angi’s List, Inc., d/b/a Angi, Attn: Legal Department, 130 E. Washington St., Indianapolis, IN 46204.
- b. **Arbitration.** If a Dispute is not resolved through Informal Negotiations, you and Angi 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, Angi 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 Subsection (d) below.

- c. **Excluded Disputes.** You and Angi 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 injunctive relief.
- d. **WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION.** To fullest extent permitted by applicable law, You and Angi 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 Angi 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 will be given full force and effect.

6. Other Terms.

- a. This Agreement, and the Angi fees, including Lead prices, may be changed from time to time. By continuing to use any Angi services you agree to be bound by any such non-material changes. Material changes to this Agreement will be posted on the Angi Website at pro.AngiLeads.com/terms/terms-conditions/ and periodically communicated to you by email, text, the Angi Pro app or other reasonable means. By continuing to use any Angi Leads services after receiving any such notice of changes from Angi, you are agreeing to all such changes.
 - i. You may terminate this Agreement upon our receipt of your notice during normal business

hours (such termination to be effective upon the close of business on the day properly delivered and received), but you shall be obligated to pay for any Leads or services delivered to you prior to us receiving your termination during normal business hours. With respect to pros who have an advertising subscription, you may be responsible for early cancellation fees.

- ii. Angi, in its sole discretion, reserves the right to suspend your rights under this Agreement or terminate this Agreement and your membership in the Angi network immediately at any time for any reason or no reason at all.
- b. If this Agreement is terminated or expires, your agreements and obligations under this Agreement shall continue; and any Leads provided to you during the term of this Agreement and relationships you enter into or create from those Leads will continue to be governed by this Agreement including but not limited to with respect to any disputes that may arise or claims that may be made against us and any indemnification of us by you for such claims. Further, in the event this Agreement is terminated or expires, (i) all licenses granted to you under this Agreement shall immediately terminate, and you shall have no further right to access, use or display the any Angi content, including any Angi provided badging. Upon any termination of this Agreement, you will no longer have access to your Angi account.
- c. If it is determined or suspected by Angi in its sole discretion that you are misusing or attempting to misuse or circumvent the Angi services or system or any customer data, or are using or attempting to use it for any inappropriate, illegal, harmful, or anti-competitive, purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, or any activities inconsistent with the services proposed to be offered by Angi , in addition to our right to immediately terminate this Agreement, Angi reserves the right, in its sole discretion, to instigate, without notice, appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.
- d. In the event of termination of this Agreement, except as set forth herein, you shall not be entitled to any refund of any fees paid to us, including any prepayments.
- e. You will be liable for any attorneys' fees and costs if we have to take any legal action (including the retention of a lawyer) to enforce this Agreement. The laws of the State of Indiana (excluding the laws and principles with respect to conflicts of law) govern this Agreement. You hereby consent and agree that the state or federal courts in Indianapolis, Indiana are the exclusive forum for litigation of any claim by you arising under this Agreement or your use of the Angi Website and/or Services, and you submit to sole and exclusive jurisdiction in the state of Indiana, and hereby irrevocably waive and relinquish any right to bring, or cause to be brought, any such action, or to have any such action brought, in any judicial or administrative forum outside of such forum.
- f. You understand and agree that you are an independent contractor member of the Angi network , and are not an Angi employee, joint venturer, partner, or agent. You acknowledge that you set or confirm your own prices, provide your own equipment, and determine your own work schedule. Angi does not control, and has no right to control, the services you provide (including how you provide such services) if you are engaged by a consumer, except as specifically noted herein.
- g. You agree that you shall not use, directly or indirectly, any of Angi's trademarks, trade names, images, service marks, logos or other intellectual property for any purpose without the express written consent of Angi. No license or other rights in or to any Angi intellectual property or logo are granted to you under or implied by this Agreement.
- h. You may not assign or otherwise transfer this Agreement or any of your rights and/or obligations relating to this Agreement or without the prior written consent of Angi.
- i. If any provision of this Agreement is held by any court or other authority of competent jurisdiction to be

invalid, illegal or in conflict with any applicable state or federal law or regulation, such law or regulation shall control, to the extent of such conflict, without affecting the remainder of this Agreement.

- j. Angi and its affiliates may view, store, access and disclose messages exchanged between you and consumers transmitted via Angi messaging platforms or Angi's website.
- k. Angi has the right to use all information related to You in accordance with its Privacy Policy, which can be found at <https://legal.angi.com/#privacy-policy>.

Schedule 1: Angi Leads Subscription

Q. Do I only pay for the jobs I win? A. **No, Angi does not provide or guarantee jobs, and frequently a Lead is sent to several other pros, including to Angi and Handy themselves.** You will be charged for each Lead you receive, whether or not you ultimately win the job, and regardless of whether the customer hires any pro to complete the job.

Q. What are the types of Leads I may receive? A. The below are the current Lead types (additional opportunities may be available to you in Angi's discretion):

Market Match: Auto accepted based upon the tasks and zips you have set up on your profile. Consumer is matched with pros, you receive Lead notification, with consumer contact info, job details, and number of other pros matched.

Exact Match Directory: Auto accepted based upon the tasks and zips you have set up on your profile. Consumer chooses which pro to send their information to, Lead notification includes job details and consumer contact information.

Instant Booking: Auto accepted based upon the tasks and zips you have set up on your profile, consumers schedule jobs with you directly from your profile which is synced with your calendar.

Instant Connect: You choose to accept. A consumer requests to talk to a pro about their project, Angi immediately connects the consumer with you live on the phone. If you do not answer, we send the Lead to another pro.

Opportunity Lead: You choose to accept. Review and choose to accept/decline additional consumer requests you would have otherwise missed.

Q. Can I turn off my Leads? A. You can turn off your Leads for a period of time, but once this time period is over they will automatically be turned back on and you will be charged for Leads received. Additionally, your exact monthly budget may be exceeded in the normal course of events for multiple reasons. You can opt out of Instant Booking Leads, Instant Connect Leads, and Opportunity Leads, but may not opt out of Market Match or Exact Match Directory Leads. Please review your invoices regularly to ensure that you are satisfied with your monthly budget as set.

Q. What is a monthly budget? A. Your monthly budget is an estimated 28 day amount that you would like Angi to try to meet when sending you Leads. The monthly budget is not a cap, but rather an estimated goal of monthly Lead spend, and will be allocated between Exact Match Directory Leads and Market Match Leads.

Q. Do all Leads count towards my monthly budget? A. No, Angi offers several types of highly targeted Leads that do not count towards your monthly budget. These include Instant Booking, Instant Connect, and Opportunity Leads. Market Match and Exact Match Directory leads do count towards your monthly budget. Only Opportunity Leads and Instant Connect Leads must be individually accepted before your method of payment is charged.

Q. How much do leads cost? A. The price of our Leads varies due to a number of factors, including the type of request and the location of the request. Once enrolled, you can see the current price of Leads for the tasks and areas for which you are profiled by logging into your Angi Pro account.

1. Types of Leads Outside of Monthly Budget

- a. **Instant Booking. Unless you expressly opt-out,** Angi Leads may send you booked leads under Angi's Instant Booking program ("Instant Booking"), which allows consumers to book appointments with you, on a calendar set up for you on the Angi Website ("Booked Appointments"). You may choose to sync your own online

calendar with the Angi Instant Booking calendar so that these bookings will show up in real-time on your own calendar. We will notify you and attempt to confirm these bookings with you, so if you choose not to sync with the Angi calendar, we recommend that you log in to your Angi account and update the Angi calendar to block out dates and times when you are not available or do not wish to book appointments. As part of Instant Booking, you agree to the following: (i) you shall update, maintain, and keep current your schedule in the Angi Online Calendar (or any other calendar with which Angi has integrated), (ii) you will confirm every Booked Appointment, provided, however, that you shall be charged for all Booked Appointments, regardless of whether you confirm them or not, (iii) you shall honor every Booked Appointment, show up on time for all such appointments, and honor any quotes or estimates you provide to consumers, (iv) you shall pay a premium lead fee for Booked Appointments (v) you understand and agree that Booked Appointments are not guaranteed jobs, but merely consumer leads, and that you are obligated to pay the applicable lead fees regardless of whether the consumer hires you, or even shows up for, or cancels, the booked appointment, (vi) lead fees for Booked Appointments are in addition to, and do not count toward, your monthly budget for Leads, and therefore, if you have reached your monthly budget, you would still be charged for any Booked Appointments received thereafter. Angi reserves the right to terminate your participation in Instant Booking at any time, for any reason or no reason.

- b. **Instant Connect.** Angi may offer you the opportunity to participate in Angi's Instant Connect program ("Instant Connect"), which allows consumers to request to be connected to you directly via telephone. If you participate in Instant Connect, you agree to the following: (i) you shall pay a premium Lead fee for Instant Connect leads, (ii) you understand and agree that Instant Connect Leads are not guaranteed jobs, but merely consumer Leads, and that you are obligated to pay the applicable Lead fees regardless of whether the consumer hires you, (iii) Lead fees for Instant Connect are in addition to, and do not count toward, your monthly budget for Leads, and therefore, if you have reached your spend target, you would still be charged for any Instant Connect Leads received thereafter. Angi reserves the right to terminate your participation in Instant Connect at any time, for any reason or no reason.
- c. **Opportunity Leads.** Angi may offer you the opportunity to participate in Angi's Opportunity Leads Program, which allows you to view and select additional job opportunities (consumer leads) submitted by consumers that may be outside of your selected zip codes. If you accept an Opportunity Lead, you agree to the following: (i) you shall pay a premium Lead fee for Opportunity Leads, (ii) you understand and agree that Opportunity Leads are not guaranteed jobs, but merely consumer Leads, and that you are obligated to pay the applicable Lead fees regardless of whether the consumer hires you, (iii) Lead fees for Opportunity Leads are in addition to, and do not count toward, your monthly budget for Leads, and therefore, if you have reached your monthly budget, you would still be charged for any Opportunity Leads you have accepted thereafter, (iv) you must have the latest version of the Angi mobile application to receive Opportunity Leads, (v) even if you have turned your Leads off, if you accept an Opportunity Lead, you will be charged for that Lead, and (vi) you understand that Opportunity Leads are not exclusive to you and may also be sent to other service professionals. Elite 360 members and/or members enrolled in Angi under a corporate membership account are not eligible to participate in the Opportunity Leads Program.
- d. **Miscellaneous.** Your exact monthly budget may be exceeded in the normal course of events by one Lead because our matching algorithm will send a Lead up until the precise point your monthly budget is exceeded (i.e. if your budget is \$500, and you are currently at \$480, you may still receive a Lead valued at \$40, at which point you would not receive any more Leads as you would have exceeded \$500).

2. **Fees.**

- a. You agree to be bound by the then applicable pricing plan provisions (all fees are stated and payable in US dollars) for any and all Leads presented to you, or for any inclusion in our directories or any other subscription offering. Angi reserves the right to charge your method of payment for any fees immediately upon receipt of your payment information by you or your representatives.

- b. Lead Fees. You agree that you will pay Angi on a per Lead basis for all Leads, or on a per bundle basis for those enrolled in bundle programs. You may view a statement of your monthly Lead activity on your Angi account, at office.angi.com or in the Angi Pro App. We may, in our sole discretion and in accordance with our then-existing Lead credit policies, located at <https://legal.homeadvisorpros.com/#leadcredit>, issue you a credit ("Credit") for any Lead Fees that you dispute (by contacting Angi via our Website, the Angi Pro app, or by telephone), provided, however, that any and all requests for Credits must be received by Angi within 45 days of the date that the Lead Fee charge was incurred. Credits that are issued to a Service Professional's account will be issued as store credits, which will be applied toward future charges to your account. Credits will expire, if not used, eighteen months after the date the Credit was issued. All Lead Fees constitute advertising fees paid by you to Angi and are in no way referral commissions based upon your successful completion of services.
- c. Subscription Fees; License Fees; Other Recurring Fees.

For purchases of a subscription membership (monthly, quarterly, or annually), you shall pay such fees on a monthly, quarterly or annual basis, as applicable. You agree that payments will be made by Angi initiating an ACH transfer or processing your credit card, in advance, on a monthly, quarterly or annual basis, as applicable.

AUTOMATIC RENEWAL OF SUBSCRIPTION: After your initial subscription period, and again after any subsequent subscription period, your subscription will automatically continue for an additional equivalent period (each a "Renewal Term"), at the renewal price communicated to you at the time you purchased your initial subscription ("Renewal Price"), unless Angi provides you with at least thirty (30) days advance notice of a change in your Renewal Price. You agree that your account will be subject to this automatic renewal feature. If you want to change or terminate your subscription, you may do so solely by contacting Angi Customer Care at (877) 947-3676. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires, and you won't be eligible for any refund of any portion of the subscription fee paid for the then-current subscription period. By subscribing, you authorize Angi to charge your provided payment method now and again at the beginning of any Renewal Term. You also authorize Angi to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal of your subscription, if Angi does not receive payment from your payment method or payment method provider, (i) you agree to pay all amounts due on your account upon demand, and/or (ii) you agree that Angi may either terminate or suspend your subscription and continue to attempt to charge your payment method until payment is received.

d. Free Trials and Other Promotions. Any free trial or other promotion that provides a subscription to the Angi services automatically renews in the same manner as set forth above under the section titled "Automatic Renewal", provided, however, that the Renewal Price for any Renewal Terms will be higher than during the free trial or promotion initial term. You must cancel your subscription before the end of the trial period in order to avoid being charged the Renewal Price.

e. Discounts. When you purchase multiple products, you may be eligible for certain discounts, as set forth on the then-current pricing plan, provided, however, that cancellation of a product/service for which you have received a discount, may result in the discount being rescinded retroactively for the remaining products/services, and an immediate additional payment to be charged to your method of payment. Purchases of prepaid Lead bundles are nonrefundable, even after cancellation of membership.

f. You acknowledge that it is your responsibility to ensure that the communication methods that you have selected in your Angi profile, and all contact and billing information, are kept up-to-date and accurate. Angi is not responsible, or liable, for undelivered customer notifications. You agree to promptly notify Angi if your payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your payment method). In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer.

g. You acknowledge that you will not receive a detailed account statement unless you provide Angi with a valid email address. Your account balance is also available by calling (877) 947-3676 or via the Account tab of the Angi Pro Website. Angi will process your balance due at the end of your billing period via your selected payment method. Past due balances will be subject to a late charge equal to the lesser of 1.5% per month or the maximum amount allowed by applicable law. In addition, any returned payments will

incur a \$20 fee per transaction.

h. Any disputes about charges to your account must be submitted to Angi in writing within 30 days of the date such charges are incurred. You agree to waive all disputes not made within the 30 day period, and all such charges will be final and not subject to challenge.

Schedule 2: Angi Advertising Subscription

By meeting certain eligibility requirements set forth herein and paying a fee to Angi, either through the Angi Leads or Angi Ads service ("Advertising Fee"), you become an advertiser ("Advertiser") and authorize Angi to offer, publish, and distribute to Consumers on its platform or the platforms of its affiliates: (a) a description of the services and/or products offered by Advertisers in home services categories paid for by the Advertiser ("Designated Categories"); (b) in advertising areas paid for by the Advertiser ("Designated Areas").

These services and/or products shall be presented to Consumers in the form of coupons that offer discounts, unless prohibited by law, which the Consumers may redeem directly with Advertisers ("Coupons") and/or as prepackaged deals that can be claimed by Consumers on the Angi platform and honored by the Advertiser ("Deals"). An Advertiser must spend at least \$3,000 in annual Advertising Fees to offer Deals.

Advertisers may be designated as such on the Angi platform, or its affiliates' platforms, with a badge, icon, or other special designation, to be determined by Angi (e.g., "Angi Certified," "Angi Approved," "Approved Business," etc.).

Advertisers shall receive:

1. Placement Above Non-Advertisers in the Angi Directory—When Consumers perform searches in the Angi Directory, Advertisers' profiles shall be sorted above non-advertisers' profiles. This premier placement applies only when Consumers search in the Designated Areas and Designated Categories. (In other words, an Advertiser will not necessarily be sorted above a non-advertiser in a category or area for which the Advertiser does not pay.)
2. Placement Among Other Advertisers in the Angi Directory—Among Advertisers, Angi may change the way search results work in the Angi Directory, add additional elements to the search experience, place different types of products within the search results (e.g., banners, deals, etc.), and modify the search algorithm, etc. We may also change, without notice, what information appears in profiles, the way profiles appear to Consumers, and how Consumers get to the Angi Directory.
3. Appearance of Profiles Outside of the Angi Directory—Angi may display the profiles of Advertisers in various areas on the platforms of Angi or any of its affiliates (e.g., where consumers submit service requests, on "leaf pages" outside of the Angi platform, etc.).
4. Business Management Tools—Advertisers may subscribe to Angi Business Management Tools ("BMT") for an additional charge per month. BMT contains several features, allowing Advertisers to, among other things, build and send job quotes and connect to existing QuickBooks accounts. The features of BMT may be modified from time to time. If You subscribe to BMT, You agree to be automatically billed the current BMT fee ("BMT Fee") monthly on the credit card we have on file for your account. The BMT Fee is separate from your Advertising Fee but will occur on the same day each month you are billed for your Advertising Fee. You can cancel your BMT subscription any time and you will not continue to be charged.
5. Contacts, Leads, and Guidance—Part of the value of advertising on Angi is that there are numerous ways a Consumer may come into contact with an Advertisers through Angi. ("Contacts"). For example, a Consumer may call or send a message to an Advertiser after finding the Advertiser's profile on the Angi Directory.

Additionally, when Consumers submit requests for home improvement services through Angi or its affiliates, Advertisers may receive the contact information and information about the requested services in the form of leads ("Leads"). Leads are another form of Contacts. Advertisers will not be charged per Lead; rather, the price of each Lead is included in the Advertising Fee.

Contacts, including Leads, are not guaranteed jobs; Advertisers are competing with other companies for the consumers' business. Angi encourages all Advertisers to maintain a high rating, maintain a robust Angi profile, reach out to consumers promptly, and always conduct themselves with the utmost professionalism in order to help increase the chances of being hired by consumers.

During the sales onboarding process, Advertisers may receive guidance about the number of Contacts they may receive during the first ninety (90) days of their advertising relationship with Angi ("Guidance"). Guidance is an estimate only and is not guaranteed. Angi calculates Guidance based on the past performance of other service professionals that advertise in similar areas, have similar ratings, and have a similar number of reviews. Contact volume is based on a number of factors, including without limitation ratings, review count, response time, and how well Service Professionals actively build and maintain their reputations. Contact volume can be impacted by factors outside of Angi's, or even the Advertisers', control, including without limitation, seasonality and home improvement market trends.

Advertiser expressly agrees that its failure to obtain the number of Contacts suggested by the given Guidance shall not be considered a breach of this Agreement on the part of Angi. Further, Advertiser expressly agrees that its failure to obtain the number of Contacts suggested by the given Guidance shall not provide an exemption for payment of the Advertising Fee or, in the event Service Professional terminates the Agreement, exemption for payment of an Early Termination Fee.

Term, Fees, and Termination

1. Initial Term.

- a. If you selected an Annual Agreement, the initial term of this Agreement shall be the longer of one (1) year following the Effective Date or, if Advertiser is offering a Deal, the last date a Consumer redeems his or her Deal with Advertiser ("Annual Initial Term").
- b. If you selected a Quarterly Agreement, the initial term of this Agreement shall be the longer of three (3) months following the Effective Date or, if Advertiser is offering a Deal, the last date a Consumer redeems his or her Deal with Advertiser ("Quarterly Initial Term").

2. Renewal Terms and Pricing.

- a. If Advertiser selected an Annual Agreement, beginning on the anniversary of the Effective Date, the Agreement shall continually and automatically renew for additional one (1) year terms ("Annual Renewal Terms"). Advertiser also agrees that, at the beginning of an Annual Renewal Term, Angi may increase the price of any Item or all Items up to 10% more than the price Advertiser paid during the previous 12-month term for such Item(s). Advertiser may prevent the Agreement from automatically renewing by providing written notice to Angi at least 30 days before the beginning of a new Annual Renewal Term.
- b. If Advertiser selected a Quarterly Agreement, beginning on the first day of the fourth month after the Effective Date, the Agreement shall continually and automatically renew for additional three (3) month terms ("Quarterly Renewal Terms"). Advertiser also agrees that, at the beginning of a Quarterly Renewal Term, Angi may increase the price of any Item or all Items up to 10% more than the price Advertiser paid during the previous 3-month term for such Item(s). Advertiser may prevent the Agreement from automatically renewing by providing written notice to Angi at least 30 days before the beginning of a new Quarterly Renewal Term.

3. Angi Termination. Angi may terminate this Agreement at any time and for any reason, including but not limited to, Advertiser's failure to continue meeting any of the advertising eligibility requirements.

4. Early Termination Fee.

- a. If Advertiser selected an Annual Agreement, and Advertiser cancels the contract such that cancellation is effective prior to the end of the Annual Initial Term or any Annual Renewal Term, Advertiser agrees to pay an Early Termination Fee of 35% of the unused value of the total contract for that Term.
- b. If Advertiser selected a Quarterly Agreement, and Advertiser cancels the contract such that cancellation is effective prior to the end of the Quarterly Initial Term, Advertiser agrees to pay an Early Termination Fee of \$99.00. Note that the Early Termination Fee does not apply if Advertiser cancels the contract such that cancellation is effective after the Quarterly Initial Term.

5. Late and Collection Fees. Late payments may be assessed a monthly late fee of the lesser of 1.5%, or the maximum

allowed by law, of the past due balance. Additionally, in the event Advertiser fails to make any payments under this Agreement (including any Early Termination Fees), Advertiser shall pay any fees Angi incurs in its collection efforts (including any third-party collection and legal fees).