

Welcome to HomeAdvisor! This Agreement ("Agreement") governs your relationship with HomeAdvisor, 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" or "SP" and to HomeAdvisor, Inc. and its employees and agents as "we" or "us" or "HomeAdvisor." References herein to the HomeAdvisor web site include any and all web sites now, or hereafter, owned or operated by HomeAdvisor.

## **I. What We Agree.**

### **a. With Respect to Lead Purchasing Members.**

i. HomeAdvisor receives requests from its customers ("customers") for certain services. In turn, HomeAdvisor may send you a communication about such customer's expressed service request need (a "Lead"). We may also send your contact information to the customer. The information we provide about you will be based on the information you submit during the Company Profile Interview (which you may amend from time to time) and Customer Ratings & Reviews, and may be amended by HomeAdvisor from time to time. Leads may also be sent to other member service professionals based on the category of the customer request.

ii. We have different tiers of Service Professionals so that you can distinguish your business, including HomeAdvisor "Member" and HomeAdvisor "Certified", which is a Member that has received sufficient positive Customer Ratings & Reviews, and has met certain other criteria specified by HomeAdvisor.

iii. We limit the number of Service Professionals that are displayed to a customer. We do not guarantee to provide you any specific number of Leads, nor do we make guarantees, representations or warranties regarding a customer's level of interest, their desire to have work completed, their ability to pay you, the accuracy of the information provided by the customers, or that any customers will hire you to perform services, nor do we guarantee that you will successfully contact each customer. We are not involved in, nor do we have any responsibility for your contracts with customers, their creditworthiness, or any payments to you or any disputes they may have with you or you may have with them. HomeAdvisor is free to contract with other Service Professionals as this is not an exclusive contract.

iv. 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 HomeAdvisor's sole discretion.

v. For Service Professionals using HomeAdvisor's Exact Match Services (not available in Canada), HomeAdvisor 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. HomeAdvisor shall provide for the hosting of the SP online profile page (which may appear in the HomeAdvisor 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. HomeAdvisor shall provide the telephone numbers unique to SP's online profile page ("Exact Match Numbers"). In addition, consumers will be able to complete a service request on the SP online profile page. A submission of a service request by a consumer on SP's online profile page, or via a telephone call to SP's Exact Match Number shall constitute an "Exact Match Lead." In addition, a lead will be deemed to be an Exact Match Lead anytime a consumer is presented with your information and indicates that they desire to be connected with you (whether by clicking on "Request a Quote", or indicating to a HomeAdvisor representative that they would like to be connected to you, or otherwise indicates that they desire to contact you.

### **b. With Respect to Subscription Members:**

i. You may purchase a subscription to receive services including: Placement in the HomeAdvisor's directory product which is displayed on the HomeAdvisor website ("LiveDirectory") and Ratings and Reviews solicitation

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 HomeAdvisor website, in response to requests from consumers 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. HomeAdvisor 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 HomeAdvisor's sole discretion. In addition, the telephone number displayed with your listing shall be your actual telephone number that you provide to HomeAdvisor (unless your listing is appearing as an Exact Match listing).

c. Professional Website. You may purchase a Professional Website and hosting (see).

## **II. What You Agree.**

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, and any individuals performing work on your behalf, at the time you become a HomeAdvisor customer, and thereafter while this Agreement remains in effect, as follows:

**a.** You are qualified and capable of performing the services, trade, or tasks you selected on the Service Professional Enrollment Form or during your Company Profile Interview, and any subsequent amendments you make to your Customer Profile.

**b.** 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.

**c.** You will comply with the HomeAdvisor membership requirements as specified from time to time. If these requirements are amended, you will be advised and provided the opportunity for a reasonable period of time as designated by HomeAdvisor to comply with any changes.

**d.** 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 (i) bankruptcies, civil legal judgments within the last 3 years, and (ii) felony criminal convictions, OR you have provided HomeAdvisor with an accurate and truthful written statement detailing any exceptions. If at any time during your membership with HomeAdvisor you, any predecessor entities of your company, any other majority shareholders, partners or members or your company, should file for bankruptcy or be involved in bankruptcy proceedings, have a civil legal judgment entered against such party or a felony conviction entered against such party, you will promptly notify HomeAdvisor. 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 HomeAdvisor to verify that all of the above representations are truthful and accurate at any time while this Agreement remains in effect.

**e.** You agree to abide by and to follow the terms of the HomeAdvisor Resolution Process, as amended from time to time and appearing on our Website. 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 pursuant to 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. 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.

**f.** If you provide any quotes to consumers via the HomeAdvisor website, such quotes are provided for informational purposes only. A consumer cannot contract with you via the HomeAdvisor website. In the event a consumer 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 consumer's interest in contacting or being contacted by you.

**g.** 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 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. HomeAdvisor reserves the right, in its sole discretion, to review, reject and remove any content that you upload to the HomeAdvisor 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 HomeAdvisor 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 HomeAdvisor as necessary to promote your business. You are expressly prohibited from registering any trademarks or domain names of HomeAdvisor.

**h.** You acknowledge and agree that all of the content and information posted on the HomeAdvisor Website, including but not limited to Service Professional profiles, screening information, and Customer Ratings & Reviews for all HomeAdvisor Service Professional members (excluding any logos or trademarked materials, or other intellectual property of Service Professionals provided by Service Professionals), is the sole and exclusive property of HomeAdvisor. 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 HomeAdvisor Website, other than content provided directly by you. You represent and warrant that all of the information you provide to HomeAdvisor, 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 HomeAdvisor for any such damages, and will indemnify HomeAdvisor in the event of any third party claims against HomeAdvisor based on or arising from your violation of the foregoing. You acknowledge and agree that HomeAdvisor 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. HomeAdvisor 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.

**i.** You will not engage in any illegal acts or acts of wrongdoing, dishonesty or unethical business practices with HomeAdvisor, 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 A HomeAdvisor 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 OF OTHERS, SIGNIFICANT COSTS AND DAMAGES TO OTHERS AND TO HomeAdvisor AND OTHER SERVICE PROFESSIONAL PARTNERS. RESPONDING TO SUCH A VIOLATION WOULD ALSO RESULT IN THE LOSS OF TIME, EFFORT ON THE PART OF HomeAdvisor. THERE ALSO MAY BE REGULATORY FINES AND PENALTIES IMPOSED FOR CONTACTING CONSUMERS AND BUSINESSES IN A MANNER NOT IN ACCORDANCE WITH 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 HomeAdvisor, 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 THAT MAY ARISE FROM SUCH ACTIVITIES.

**j.** 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 HomeAdvisor to any other party, including any other HomeAdvisor Service Professionals.

**k.** In addition to all of the other terms and conditions herein, SPs using HomeAdvisor's 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 Leads provided to it by HomeAdvisor; (iii) SP hereby agrees to pay for any and all Exact Match Leads, in accordance with the then current HomeAdvisor fee schedule; (iv) HomeAdvisor 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 HomeAdvisor network, or the SP not having any available spend target. In such event, HomeAdvisor may direct consumers from the SP's online profile page to the HomeAdvisor website; (vi) SP hereby authorizes HomeAdvisor 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 HomeAdvisor 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 HomeAdvisor'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.

**I.** In the event you participate in any promotion whereby HomeAdvisor promotes an offer or discount related to your services, whether on the HomeAdvisor Website, via direct mail, or otherwise, you agree to abide by the terms of such offer or discount.

**m.** For Website Purchases, you agree to the

**n.** By enrolling in the HomeAdvisor network or otherwise becoming a customer of HomeAdvisor, and/or by inquiring about membership in the HomeAdvisor network or other HomeAdvisor 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 HomeAdvisor, 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.

### **III. 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 (as further described in Attachment A for lead purchasing service professionals), or for any inclusion in our LiveDirectory service or any other subscription offering. You will pay HomeAdvisor applicable non-refundable fees which may include: (i) an Enrollment/Screening Fee; (ii) Lead Fees, as set forth in the Lead Fee Schedule, for customer Leads accepted by you; (iii) HomeAdvisor Seal of Approval License Fees at the then current standard Seal of Approval license fee rates, (iv) Membership Fees; (v) Administrative Fees; (vi) Website development and hosting fees, if you have elected to have HomeAdvisor develop and host your company Website; (vii) Subscription Fees and (viii) any other applicable fees such as Custom URL Fees or e-mail account fees as applicable. Our billing period runs weekly from Wednesday through the following Tuesday. HomeAdvisor reserves the right to charge your credit card for any fees immediately upon receipt of your credit card information by you or your representatives.

**b.** Lead Fees. You agree that payment for Lead Fees will be made by HomeAdvisor initiating an ACH transfer or processing your credit card (for Canadian SP's, credit card only) each Friday for the previous week's activity. You may view a statement of your monthly lead activity on your HomeAdvisor account, at [pro.HomeAdvisor.com](http://pro.HomeAdvisor.com). We may, in our sole discretion, issue you a credit ("Credit"), provided, however, that any and all Credits must be requested by you within 30 days of the date that the 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, six months after the date the Credit was issued. All Lead Fees constitute advertising fees paid by you to HomeAdvisor and are in no way, referral commissions based upon your successful completion of services.

**c.** Subscription Fees; License Fees; Other Recurring Fees.

**i.** 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 HomeAdvisor initiating an ACH transfer or processing your credit card, in advance, on a monthly, quarterly or annual basis, as applicable.

ii. **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 HomeAdvisor provides you with at least thirty (30) 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 HomeAdvisor 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 HomeAdvisor to charge your provided payment method now and again at the beginning of any Renewal Term. You also authorize HomeAdvisor to charge you for any sales or similar taxes that may be imposed on your subscription payments. Upon the renewal of your subscription, if HomeAdvisor 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 HomeAdvisor may either terminate or suspend your subscription and continue to attempt to charge your payment method until payment is received.

iii. **Free Trials and Other Promotions**. Any free trial or other promotion that provides a subscription to the HomeAdvisor 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.

d. Discounts. When you purchase multiple product, 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.

e. You acknowledge that it is your responsibility to ensure that the communication methods that you have selected in your HomeAdvisor profile, and all contact and billing information, are kept up-to-date and accurate. HomeAdvisor is not responsible, or liable, for undelivered customer notifications. You agree to promptly notify HomeAdvisor 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.

f. You acknowledge that you will not receive a detailed account statement unless you provide HomeAdvisor with a valid email address or fax number. Your account balance is also available by calling (877) 947-3676 or via the Account tab of the Pro.HomeAdvisor.com Website. HomeAdvisor 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.

g. Any disputes about charges to your account must be submitted to HomeAdvisor 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.

h. Past due accounts may be turned over to a third-party collection agency and reported to a credit rating agency and we may bill you for, and you agree to pay for any and all collection and related litigation fees.

i. No fee is due or payable to the extent such fee is in violation of any applicable law.

j. HomeAdvisor is not obligated to refund to you any amounts of prepaid Lead Fees or other prepaid fees such as subscription fees, except solely in the event you rescind or terminate your subscription within the seventy two (72) hour period following your agreement to purchase a subscription.

#### **IV. HomeAdvisor Seal of Approval.**

**a. License.** While this Agreement remains in effect, and while you remain in full compliance with all terms set forth herein, HomeAdvisor hereby grants you a non-exclusive, non-transferrable, non-sublicenseable, license to use and display the HomeAdvisor Seal of Approval in connection with marketing your business. You agree that any use or display of the HomeAdvisor Seal of Approval must comply with all standards and guidelines of HomeAdvisor adopted from time to time with respect to the proper use and display of the HomeAdvisor Seal of Approval.

**b. Restrictions.** You may only use the HomeAdvisor Seal of Approval in the event you pass HomeAdvisor's pre-screening criteria initially and annually thereafter, which shall be determined in HomeAdvisor's sole discretion. HomeAdvisor may also re-screen your business at any time in its sole discretion, and may terminate this Agreement in HomeAdvisor's sole discretion. Further, you agree that you will use and display the HomeAdvisor Seal of Approval solely in connection with the tasks for which HomeAdvisor pre-screens you. For example, if you are pre-screened as a plumber, you may not use the HomeAdvisor Seal of Approval to advertise your business for any services other than plumbing services. Further, you may only use the HomeAdvisor Seal of Approval in the state or states for which you have been pre-screened by HomeAdvisor. You may only use the HomeAdvisor Seal of Approval for its intended use, and you may not misrepresent HomeAdvisor, HomeAdvisor's products or Services, your affiliation with HomeAdvisor, or the HomeAdvisor Seal of Approval. If at any time any of your screening status should change (i.e. state-level license terminated; fall out of good standing in your state of incorporation), you must immediately report such change to HomeAdvisor, and if such change causes your business to fail HomeAdvisor's screening criteria, in HomeAdvisor's sole discretion, then your license to use the HomeAdvisor Seal of Approval is immediately suspended, and if not remedied to HomeAdvisor's satisfaction within thirty days of notification, this Agreement shall automatically terminate. You also hereby agree to be re-screened by HomeAdvisor annually, and at any other time as desired by HomeAdvisor, and failure to allow such rescreening, or failing the re-screening, in HomeAdvisor's sole discretion, shall result in the immediate and automatic termination of this Agreement. The license granted hereunder is solely for the use of the HomeAdvisor Seal of Approval, and you do not have any right to use the HomeAdvisor name or logo separately or apart from the HomeAdvisor Seal of Approval.

**c. Accessing the HomeAdvisor Seal of Approval.** You agree that you shall access the HomeAdvisor Seal of Approval solely via the following methods: (a) via a code snippet provided to you by HomeAdvisor for use online on your website, or (b) any other method generally offered by HomeAdvisor. You may not make any changes or modifications to the HomeAdvisor Seal of Approval (including the code snippet), and shall only use the HomeAdvisor Seal of Approval in the exact form and format in which it is provided to you by HomeAdvisor.

**V. Review Magic.** If you purchase a Professional Website, you will have the ability, via our "Review Magic" functionality, to select certain of your HomeAdvisor consumer Ratings & Reviews from your HomeAdvisor profile page, to be displayed on your Professional Website. HomeAdvisor authorizes you to use the Review Magic functionality, and display such Ratings & Reviews on your Professional Website solely while you remain an active member, in good standing, of the HomeAdvisor network. If at any time your membership in the HomeAdvisor network is terminated, by either you or HomeAdvisor, you shall no longer be authorized to display such Ratings & Reviews on your Professional Website, and you agree to remove all such Ratings & Reviews immediately.

#### **VI. Indemnification; Limitation of Liability; Disclaimer of Warranties.**

**a. Indemnification.** You shall fully protect, indemnify and defend HomeAdvisor 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 any of your work for or dealings with any customers, or your services, representations, advertising, or obligations (including but not limited to your obligation to maintain the confidentiality of user personal information) as provided in this Agreement, including any extra work, and in connection with your use of the HomeAdvisor Seal of Approval, REGARDLESS OF CAUSE OR OF ANY FAULT OR NEGLIGENCE OF HomeAdvisor OR THE INDEMNIFIED PARTIES AND WITHOUT REGARD TO CAUSE OR TO ANY CONCURRENT OR CONTRIBUTING FAULT, STRICT LIABILITY OR NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE BY HomeAdvisor OR THE INDEMNIFIED PARTIES.

**b. Limitation of Liability.** IN NO EVENT ARE WE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF HomeAdvisor TO YOU EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO HomeAdvisor DURING THE PRECEDING 12 MONTHS, REGARDLESS OF THE BASIS OR FORM OF CLAIM.

**c. Disclaimer of Warranties.** YOU ACKNOWLEDGE AND AGREE THAT THE HomeAdvisor SERVICES AND HomeAdvisor SEAL OF APPROVAL ARE PROVIDED TO YOU ON AN "AS IS" BASIS, AND HomeAdvisor DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **VII. Other Terms.**

**a.** This Agreement, and the HomeAdvisor Fee Schedule, may be changed from time to time and you agree to be bound by any changes that are posted on the HomeAdvisor Website or which are otherwise communicated to you; the current applicable Agreement and HomeAdvisor Fee Schedule is available upon request.

**b.** You may terminate this Agreement upon our receipt of your written 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.

**c.** HomeAdvisor, in its sole discretion, reserves the right to suspend your rights under this Agreement or terminate this Agreement and your membership in the HomeAdvisor network immediately at any time for any reason or no reason at all.

**d.** If this Agreement is terminated or expires, your agreements and obligations under this Agreement shall continue with respect to Sections I(a) (iv) ; II; III (f), (g), (h) and (i); V; VI; VII (b), (d), (e), (f), (g) and (i); 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 HomeAdvisor content, including but not limited to the HomeAdvisor Seal of Approval in any manner, and (ii) you agree to destroy any materials containing the HomeAdvisor Seal of Approval. Upon any termination of this Agreement, you will no longer have access to your HomeAdvisor account.

**e.** If it is determined or suspected by HomeAdvisor in its sole discretion that you are misusing or attempting to misuse or circumvent the HomeAdvisor 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 HomeAdvisor, in addition to our right to immediately terminate this Agreement, HomeAdvisor 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.

**f.** In the event of termination of this Agreement, you shall not be entitled to any refund of any fees paid to us, including any prepayments.

**g.** 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 Colorado (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 Denver Colorado are the exclusive forum for litigation of any claim by you arising under this Agreement, and you submit to sole and exclusive jurisdiction in the state of Colorado, 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.

**h.** The relationship between HomeAdvisor and you shall be that of independent contractors and neither party shall be or represent itself to be an agent, employee, partner or joint venture of the other, nor shall either party have or represent itself to have any power or authority to act for, bind or commit the other.

**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.** Wireless data usage is subject to the fees and terms of your wireless subscriber agreement or data service plan with your provider,

and you may incur charges from your telephone service provider for text messages, phone calls, email communications and data transferred.

## HomeAdvisor Terms & Conditions: HSPP

### Attachment A

#### Select Pro Program

You may purchase Leads in two (2) ways so that you can customize and tailor your marketing approach to meet your specific needs.

**Method One** is a one-step auto-accept process: Under this method, you determine the approximate amount you would like to spend on Leads during a rolling 30-day time period ("Spending Target") and we send Leads to you via the communication methods you have specified in your HomeAdvisor profile that match the criteria established by you in your HomeAdvisor profile (you can change your profile by contacting Customer Service during normal business hours to alter the types and locations of Leads you receive) up to your Spending Target while simultaneously presenting your HomeAdvisor profile information to the customer. You may increase your Spending Target at any time on-line (or by calling customer service during business hours) effective upon confirmation by you, and you may decrease your Spending Target at any time, but if you decrease your Spending Target, you agree to, and are obligated to pay the amount accrued to your account up to the time you decrease your Spending Target. These Leads contain information provided by the customer regarding their service need as well as the customer's contact information allowing you to immediately contact the customer. You acknowledge and agree that HomeAdvisor does not guarantee that we will deliver the requisite number of Leads to fulfill your Spending Target, nor will we be liable to you for any shortfall. You agree to pay for all Leads delivered under this Method One as properly specified by you in your HomeAdvisor profile. Such Leads are



deemed accepted upon delivery.

**Method Two** is a two-step review-accept process: Step (1) we deliver Leads to you via the communication methods you have specified in your HomeAdvisor profile that match the criteria established by you in your HomeAdvisor profile. These Leads contain information provided by the customer regarding their service need but do not contain customer contact information. Step (2) you review the Lead sent to you and accept or reject it. Upon accepting the Lead, assuming the customer has not already received a sufficient number of responses from other service providers, you will receive the customer's contact information while HomeAdvisor will simultaneously present the customer with your HomeAdvisor profile information. By accepting the Lead, you agree to pay the applicable Lead fee. Under this Method Two, there is no Spending Target (as defined above) and Lead fees for Method Two Leads accepted are not eligible for the Volume Rebate Program.