

## **Angi's Service Provider's User Agreement**

*Last updated on March 17, 2021*

Angie's List, Inc. d/b/a Angi ("Angi") allows consumers of Angi (collectively, the "Consumers") to provide reviews and ratings on a variety of service companies and health related providers (collectively, a "Service Provider") with whom they have had first-hand experiences. On behalf, and as representative, of a Service Provider ("You" or "Company"), You are permitted to use the website (<http://www.angi.com/>) (the "Website") and the information contained therein subject to the terms and conditions contained in this Service Provider's User Agreement, which may be modified, amended or replaced by Angi from time to time at Angi sole discretion (collectively, the "Agreement"). Such modifications will become effective immediately upon the posting thereof. This Agreement shall also govern other aspects of Your relationship with Angi beyond Your use of the Website, as described herein.

In consideration of Angi granting the Company access to its Website and the information contained therein, and in order to use the Website, You must read and accept all of the Terms and Conditions in, and linked to, this Agreement. It is the Company's responsibility to review this Agreement on a regular basis to keep itself informed of any modifications. BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE COMPANY ACKNOWLEDGES IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

### **1. BUSINESS CENTER**

By agreeing to the Terms and Conditions of this Agreement, the Company is hereby permitted to use the services offered to Service Provider's including, without limitation, access to "Business Center", the ability to review Consumer Content pertaining to the Company, the ability to submit responses to Consumer Content, the ability to update and maintain profile information on the Company, the ability to utilize the dispute resolution process offered through the Website and facilitated by Angi and such other services that Angi may offer to Service Providers from time to time (collectively, the "Services").

### **2. LIMITED LICENSE**

By agreeing to the Terms and Conditions of this Agreement, Angi grants the Company a limited license to access and use the Website and the Services. Notwithstanding the foregoing, the Company acknowledges and agrees that it will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit the Website (or

any of the content therein including, without limitation, any Consumer Content or any profiles of Angi members) or Services for any commercial or other purpose, without the express written consent of Angi.

### 3. CONSUMER AND SP CONTENT

Consumers may submit a review or report and other information (collectively, "Consumer Content") on any Service Provider with which they have communicated or had another first-hand experience, whether or not work was started, performed, or completed. If the Company disputes any Consumer Content, the Company's sole course of action with respect to such Consumer Content as it relates to Angi and the Website is to utilize the Services (as defined below) which are available online at the Website.

Angi does not endorse and is not responsible or liable for any Consumer Content, SP Content (as defined below), data, advertising, products, goods or services available or unavailable from, or through, Angi. The statements, information and ratings contained in any Consumer Content are solely the opinion of the Consumer submitting such Consumer Content and do not reflect the opinion of Angi or any of its affiliates or subsidiaries or any of their respective owners, managers, officers, employees, agents or representatives.

The Company acknowledges and understands that Angi simply acts as a passive conduit and an interactive computer provider for the publication and distribution of Consumer Content and SP Content. Angi does not have any duty or obligation to investigate the accuracy of Consumer Content or the quality of the work performed by the Company or any other Service Provider which is the subject of any Consumer Content. By using the Services, the Company agrees that it is solely the Company's responsibility to evaluate the Company's risks associated with the use, accuracy, usefulness, completeness, appropriateness or legality of any information, responses, writings or other materials that the Company submits, transmits or otherwise conveys through the Services (collectively, "SP Content").

Under no circumstances will Angi be liable in any way for any Consumer Content or SP Content including, but not limited to, any Consumer Content or SP Content that contains, errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any Consumer Content or SP Content submitted, accessed, transmitted or otherwise conveyed via the Services or otherwise.

The Company hereby waives any claims, rights or actions that it may have against Angi or any of its affiliates or subsidiaries with respect to any Consumer Content or SP Content and releases Angi and each of its affiliates and subsidiaries from any and all liability for or relating to Consumer Content or SP Content.

The Company agrees to indemnify and hold Angi and each of its affiliates and subsidiaries and their respective owners, managers, officers, employees, agents or representatives harmless for any damages that may arise, directly or indirectly, from any claim or right it may have against Angi with respect to any statements made by a Consumer or Consumer Content submitted by a Consumer which is communicated, posted or published by Angi on its Website or to a third party.

The Company acknowledges and agrees that the Company can neither require Angi to place the Company on

its Website nor remove the Company or any Consumer Content from Angi. The Company further acknowledges and understands that the Company is not a Consumer of Angi, cannot refer to itself as a Consumer of Angi, and is not afforded the same access to the Website as a Consumer nor the benefits afforded to a Consumer.

The Company and its current or former owners, directors, managers, employees, agents and family members are expressly prohibited from purchasing gift memberships to Angi or reimbursing clients or customers for their Angi membership cost. In addition, individuals affiliated with the Company including, without limitation, current or former owners, current or former employees or officers, family members, or current or former partners, investors, managers or directors (collectively, the "Affiliated Persons") may not submit Consumer Content to Angi on the Company. The Company hereby acknowledges and agrees that to the extent an Affiliated Person has submitted or posted any Consumer Content on the Company or any company or person competitive to the Company or believes that Consumer Content was posted by an Affiliated Person that Angi may immediately remove such Consumer Content without notice or recourse against Angi.

SP Content shall not contain any unauthorized content which includes but is not limited to:

1. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.);
2. Comments that do not address the Consumer Content or comments with no qualitative value as determined by Angi in its sole discretion;
3. Content that contains personal attacks or describes physical confrontations and/or sexual harassment;
4. Messages that are advertising or commercial in nature, or are inappropriate based on the applicable subject matter;
5. Language that violates the standards of good taste or the standards of the Website, as determined by Angi in its sole discretion;
6. Content determined by Angi, in its sole discretion, to be illegal, or to violate any federal, state, or local law or regulation or the rights of any other person or entity;
7. Language intended to impersonate other users (including names of other individuals) or to be offensive or inappropriate user names or signatures; and/or
8. Content that is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information.

The Company acknowledges and agrees that Angi in its sole discretion may remove without notice any SP

Content or any portion thereof that Angi believes violates the foregoing.

Angi may suspend, restrict or terminate the Company's use of the Services or any portion thereof if the Company breaches or fails to comply with any of the Terms and Conditions of this Agreement.

Although Angi does not claim ownership of any SP Content or other communications or materials submitted by or given by the Company to Angi, by providing SP Content for the Website or other mediums, the Company automatically grants, and the Company represents and warrants that the Company has the right to grant, to Angi an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify, and distribute such SP Content and to prepare derivative works of, or incorporate into other works, such SP Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Angi with SP Content, the Company automatically grants Angi all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of SP Content on the Website or in any other medium by any other party. No compensation will be paid with respect to Angi use of SP Content. Angi is under no obligation to post or use any of SP Content or maintain SP Content. Angi may remove SP Content at any time in Angi sole discretion.

It is the Company's sole responsibility to review and monitor any Consumer Content regarding the Company that is posted by Consumers and to submit responses it deems necessary to any Consumer Content. Angi does not have any obligation to provide a notice or update to the Company with respect to any new information or Consumer Content that it learns of or receives about the Company from its Consumers.

The Company has the sole responsibility of updating any and all of its information on the Website including, without limitation, the Company's description and profile information.

The Company agrees not to use or cause any robot, bot, spider, other automatic device, or computer program routine or manual process to monitor, duplicate, take, obtain, transfer, modify, use, reproduce, aggregate or copy Angi, any Consumer Content, any Consumer profiles, SP Content (including SP profiles) or any other content contained on the Website or any other publication of Angi. You shall not use or cause any device, software, or routine to interfere or attempt to interfere with the proper working of the Website.

The Company hereby represents and warrants to Angi that (a) all information provided to Angi by the Company is true, complete and accurate in all respects, and (b) the Company is authorized to submit information to Angi. Angi is authorized by the Company to rely upon the truthfulness, completeness and accuracy of SP Content in order to serve its Consumers.

To the extent a third party posts or submits any SP Content or manages the Company's profile or information on the Website, the Company hereby acknowledges and agrees that the Company shall remain fully responsible for any SP Content or information posted or submitted by such third party.

The Company agrees unless expressly authorized by Angi not to access, copy, duplicate use, reproduce, alter, modify, create derivative works, display, sell, re-sell, advertise or market with or otherwise exploit for any commercial, educational or other purpose any Consumer Content, any Consumer profiles, any SP profiles, or

any other content from the Website or Angi, including, without limitation, any reviews or ratings or any other content contained in any Consumer Content.

#### **4. PRIVACY**

The Company agrees to be bound by Angi's Privacy Policy, found [here](#).

The Company acknowledges that the Website utilizes one or more website analytic services, including, without limitation, ClickTale, which may record mouse clicks, mouse movements, scrolling activity and text entered into the Website by users. These services do not collect personally identifiable information that is not voluntarily entered into the Website by the user. Angi uses the information collected by these service providers to improve the usability and other features of the Website. Users may choose to disable the ClickTale service at <http://www.clicktale.net/disable.html>.

The Company acknowledges that Angi will use the telephone numbers, email addresses and facsimile numbers that are submitted to Angi in connection with registering with Angi to contact the Company with information regarding Angi. Angi agrees not to sell, trade, rent or share such information with any third parties. By providing a wireless phone number to Angi, Company agrees that Angi may call or send text messages to the wireless phone number for any purpose, including marketing purposes, using all methods now known and discovered in the future, including, but not limited to, auto-dialers, pre-recordings, and general telemarketing practices. Company agrees that these calls or text messages may be regarding the products and/or services that Company has previously purchased and products and/or services that Angi may market to me. Company acknowledges that this consent may be removed upon request.

#### **5. INTELLECTUAL PROPERTY**

Angi is the owner and/or authorized user of any trademark and/or service mark, including, without limitation, the name "Angi", appearing on the Website and is copyright owner or licensee of the content and/or information on the Website. By placing them on the Website, Angi does not grant the Company any license or other authorization to copy or use its trademarks, service marks, copyrighted material, or other intellectual property, except as provided herein.

#### **6. BREACH OF CONTRACT AND LIQUIDATED DAMAGES**

Angi reserves the right to exercise any rights or remedies which may be available to it against the Company if the Terms and Conditions of this Agreement are violated by the Company. These remedies include, but are not limited to, revocation of (a) Super Service Awards (present & past) and any associated license, (b) advertising privileges, (c) use of the Services, or (d) appearances on the Website and/or any other appearances in any Angi's publication, and Company agrees that the exercise of one remedy shall not preclude the availability of any other remedy.

The Company understands and agrees that, because damages resulting from Company's breach of this Agreement are difficult to calculate, if it becomes necessary for Angi to pursue legal action to enforce the Terms and Conditions of this Agreement, the Company will be liable to pay Angi the following amounts as liquidated damages, which the Company accepts as reasonable estimates of Angi's damages for the specified breaches of this Agreement:

If the Company posts SP Content in violation of this Agreement, the Company agrees to promptly pay Angi One Thousand Dollars (\$1,000) for each item of SP Content posted in violation of this Agreement. Angi may (but is not required) issue the Company a warning before assessing damages.

If the Company exploits for any purpose (commercial or otherwise) any Consumer Content, profiles of Angi members or any other information contained on the Website including, without limitation, ratings and/or reviews in violation of this Agreement, the Company agrees to pay Ten Thousand Dollars (\$10,000) per report, record or review exploited.

If the Company uses or causes any robot, bot, spider, other automatic device or computer program routine or any manual process to monitor, duplicate, take, aggregate, obtain, modify, use, reproduce or copy any Consumer Content, any profiles of Angi members, SP content (including SP profiles) or any other content contained on the Website or in any other publication of Angi, the Company agrees to pay One Hundred Dollars (\$100) for each report, record, review or other information that is monitored, duplicated, transferred, taken, obstructed, modified, used, reproduced, aggregated or copied.

Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, the Company agrees to pay the actual damages suffered by Angi to the extent such actual damages can be reasonably calculated.

Notwithstanding any other provision of this Agreement, the Company reserves the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

## **7. LIMITATIONS OF LIABILITY**

THE COMPANY EXPRESSLY UNDERSTANDS AND AGREES THAT ANGI WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR SP CONTENT; (D) SP CONTENT THE COMPANY MAY SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICES OR THIS AGREEMENT; (E) STATEMENTS OR CONDUCT OF ANY CONSUMER OR OTHER THIRD PARTY THROUGH THE SERVICES; (F) ANY OTHER MATTER RELATING TO THE SERVICES; (G)

ANY BREACH OF THIS AGREEMENT BY ANGI OR THE FAILURE OF ANGI TO PROVIDE THE SERVICES UNDER THIS AGREEMENT; (H) ANY CONSUMER CONTENT POSTED; OR (I) ANY OTHER DEALINGS OR INTERACTIONS THE COMPANY HAS WITH ANY SERVICE PROVIDER (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to the Company.

TO THE EXTENT ANGI IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES, ANGI'S LIABILITY FOR DAMAGES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

## **8. INDEMNIFICATION**

The Company agrees to indemnify and hold Angi and each of its affiliates and subsidiaries and each of their respective owners, officers, agents, managers, partners, employees, agents and representatives harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees (whether incurred in enforcing this Agreement or otherwise), made by any third party due to or arising out of the Company's use of Angi.

## **9. MUTUAL ARBITRATION AGREEMENT**

1. **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, Inc., d/b/a Angi, Attn: Legal Department, 130 E. Washington St., Indianapolis, IN 46204.
2. **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](http://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 (4) below.

3. 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.
4. 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.
5. 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.
6. 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.

## 10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict of law provision or rule (either of the State of Indiana or any other jurisdiction) that would cause the application of the

laws of any jurisdiction other than the State of Indiana.

## **11. LIMITATIONS PERIOD**

The Company agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

## **12. MODIFICATION**

Angi may modify or restate the Terms and Conditions of this Agreement and such modification(s) will be effective immediately upon being posted on the Website. Angi will make note of the date of the last update to the Agreement on the first page of this Agreement. The Company is responsible for reviewing these terms and conditions regularly. The Company's continued use of the Services after such modifications will be deemed to be the Company's conclusive acceptance of all modifications to this Agreement.

## **13. DELAYS**

The Services may be subject to limitations, delays and other problems inherent in the use of the internet and electronic communications. Angi is not responsible for any delays, failures or other damage resulting from such problems.

## **14. ASSIGNMENT**

This Agreement may not be re-sold or assigned by the Company. If the Company assigns, or tries to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Angi's rights if Angi fails to enforce any of the terms or conditions of this Agreement against the Company. In the event a court finds a provision in this Agreement to not be valid, the Company and Angi agrees that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between the Company and Angi as a result of this Agreement or use of the Services.

## **15. BINDING EFFECT**

The person agreeing to this Agreement and the Terms and Conditions on behalf of the Company hereby represents and warrants that he/she has the power and authority to bind the Company and that this Agreement and the Terms and Conditions constitutes a valid and binding agreement of the Company.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE

THE SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

#### **16. PROVISIONS REMAINING IN EFFECT**

In the event this Agreement is terminated, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 3, and Sections 5-11.