

## Angi Project Advisor, Fixed Price Services, and Project Submission Customer Agreement

*Last updated on April 9, 2021*

*For Project Advisor Terms, [click here](#).*

*For Fixed Price Services, [click here](#).*

Angi Project Advisor, Fixed Price Services, and Project Submission Customer Agreement is as follows:

### 1. ACCEPTANCE OF THIS AGREEMENT

Your access to, use of, or participation in this Angi Projects Submission Program (as defined below) is subject to this Angi Projects Submission Customer Agreement ("Agreement") and all applicable Angi regulations, guidelines, and agreements. This Agreement and the Angi Privacy Policy, which is hereby incorporated herein, constitute a legally-binding contract between you and Angie's List, Inc., d/b/a Angi ("Angi").

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Program in any manner. You may not access, use, and/or participate in the Program if you are under 18 years of age.

This Agreement shall be effective on the date accepted by you. Angi reserves the right to immediately terminate this Agreement for any reason at any time.

### 2. MODIFICATIONS TO THIS AGREEMENT AND PRIVACY POLICY

Angi reserves the right, in its sole discretion and at any time, to change, modify, or otherwise amend this Agreement and any other documents incorporated herein by reference. Angi will post any amended Agreements on its website in the same location where the prior Agreement was posted—i.e., where it is presented to you before submit your project (as defined below). It is your responsibility to review the Agreement for any changes. Your continued use of the Program will signify your assent to, and acceptance of, the amended Agreement. If you do not agree to abide by this or any amended Agreement, you are prohibited from participating in the Program.

You agree to be bound by Angi's Privacy Policy, found [here](#).

### 3. DESCRIPTION OF PROJECT SUBMISSION PROGRAM

The Projects Submission Program is intended to provide a quick and easy way for Angi members or non-

member visiting Angi's website, mobile application, or other Angi tools or platform ("Customers") to find an eligible service provider who is interested in accepting a home improvement project (the "Program"). The goal is to connect Customers like you with a service provider who will quickly communicate with the Customer their availability and acceptance of the project should the Customer select them to perform the work.

#### **4. INFORMATION YOU PROVIDE TO US/TCPA CONSENT**

Upon using Angi, you will be prompted to disclose certain information about yourself and your service requirements, and you will be able to store information, such as home services records, on our website or apps. Some of this information will be sent to Service Providers who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent to being contacted by us and by our Service Providers via phone, fax, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the Services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. You also authorize Angi to send you an automated prerecorded call confirming your service request, along with calls from up to four Service Providers that can help you with your request to the land-line or mobile phone number you provided, and you understand that either Angi or the Service Providers may use automated phone technology (including autodialed and prerecorded messages) to call you and that your consent is not required to purchase products or services. For complete details on our use of your information, please see our Privacy Policy. You agree that by completing a service request, you are entering into a business relationship with Angi and/or a Service Provider and thus agree to be contacted by Angi and/or a Service Provider. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Service Providers that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or Angi has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Angi has the right to refuse any current or future use of the Program (or any portion thereof) or any other Angi services by you. You are responsible for any use of the Program or any other Angi services by persons to whom you intentionally or negligently allow access to your password.

#### **5. YOUR CONDUCT**

In connection with your participation in the Program and use of the Platform, you represent and warrant that you:

1. Are above the age of eighteen (18);
2. Will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable

local, state, national or international laws;

3. Will not submit any Projects or content that may be considered by Angi to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. Will submit thorough and thoughtful Projects that will provide service providers with accurate and detailed information sufficient for them to understand the Project you would like to have completed;
5. Will not submit Projects or content that comment on other service providers or Customers;
6. Will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Angi, or otherwise attempt to mislead others as to your identity;
7. Will not submit Projects or content that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform;
8. Will not access, download or copy any content contained on our Platform through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. Will not post non-local or otherwise irrelevant Projects or content, repeatedly post the same or similar Projects or content, or otherwise impose an unreasonable or disproportionately large load on our Platform;
10. Will not take any action that would undermine the Program or Platform;
11. Will not attempt to gain unauthorized access to the Platform, other user accounts, or other computer systems or networks connected to the Platform;
12. Will not use the Platform in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
13. Will not use the Platform in any way that could interfere with the rights of Angi or the rights of other users of the Platform;
14. Have sufficient rights in and to all content that you provide, transmit or otherwise convey to Angi in connection with the Program;
15. Agree not to re-sell or assign your rights or obligations under this Agreement;

16. Will not reproduce, duplicate, copy, sell, re-sell or exploit any content on the Platform;
17. Will not access the Platform for any commercial, educational or other purposes not related to your personal purchasing decisions, the express written consent of Angi, which consent may be withheld by Angi in our discretion;
18. Grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the content you provide in the Platform and to prepare derivative works of, or to incorporate such content into other works, and to grant and to authorize sublicenses of the foregoing; and
19. Agree not to create an account or use Angi services if your account previously has been terminated by Angi or if you previously have been banned from using the services.

The content that you provide does not reflect the views of Angi, its officers, managers, owners, employees, agents, designees or other users. In addition, Angi retains the right, in its sole discretion, to determine whether or not your use of the Program or Platform is consistent with the terms and conditions of this Agreement. Angi may suspend, restrict or terminate your use of the Program and to refuse any future use of all or portions of the Program or Platform if your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, Angi may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

## **6. ANGI IS NOT A SERVICE PROVIDER, MERCHANT OF RECORD, OR GENERAL CONTRACTOR**

Angi is not the service provider, is not in the business of providing the services or selling the goods subject of any Lead, Project, or service contract entered into between you and the service provider ("Service Contract"), and is not responsible in any way for the provision of services or sale of goods offered by such service provider or Service Contract. Angi is not a merchant of record or general contractor. Except as provided herein, you shall solely look to the applicable service provider for the facilitation of services or sale of goods relating to the Project or Service Contract. Angi is merely operating the Program and Platform that help connect you with the service provider interested in your Project.

## **7. PUBLICATION AND DISTRIBUTION OF CONTENT**

Angi does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the Platform. You acknowledge that Angi simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of content posted by you or a service provider. You understand that all content posted on, transmitted through, or linked through the Platform, are the sole

responsibility of the person from whom such content originated. You understand that Angi does not control, and is not responsible for content available through the Platform, and that by using the Platform, you may be exposed to content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any content.

You further acknowledge that Angi has no obligation to screen, preview, monitor or approve any content published by you, a service provider, or a third party. However, Angi reserves the right to review and delete any content that, in its sole judgment, violates the terms and conditions of this Agreement. By participating in the Program and using the Platform, you agree that it is solely YOUR RESPONSIBILITY to evaluate your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any content that you submit, receive, access, transmit or otherwise convey through the Platform. Under no circumstances will Angi be liable in any way for any content provided by you, a service provider, or a third party, including without limitation, content that contains any errors, omissions, defamatory statements, or confidential or private information or for any loss or damage of any kind incurred as a result of the use of any content submitted, accessed, transmitted or otherwise conveyed via the Platform. You waive the right to bring or assert any claim against Angi relating to your content or the content of a service provider or other third party, and release Angi from any and all liability for or relating to any such content.

## **8. SERVICE PROVIDERS**

The applicable service provider shall be solely responsible for the provision of services and sale of goods subject to the Project or Service Contract and for any and all injuries, illnesses, damages, costs, expenses, liabilities, or otherwise suffered or incurred by you in connection with the fulfillment of or failure to perform the services of the Project or Service Contract.

Angi does not endorse and is not responsible or liable for any content, data, advertising, products, goods or services available or unavailable from, or through, any service providers. You agree that should you use or rely on such content, data, advertisement, products, goods or services, available or unavailable from, or through any service Provider, Angi is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with or participation in promotions of any service provider, and any other terms, conditions, representations or warranties associated with such dealings (including without limitation any Service Contracts), are between you and such service provider exclusively and do not involve Angi. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging service providers.

You agree that Angi is not responsible for the accessibility or unavailability of any service provider or for your interactions and dealings with them, waive the right to bring or assert any claim against Angi relating to any interactions or dealings with any service provider, and release Angi from any and all liability for or relating to any interactions or dealings with service providers.

Angi may, in its sole discretion, have criminal and/or financial background checks conducted on certain

service providers. By having such background checks conducted, ANGI DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 18 (WARRANTY DISCLAIMER), OR SECTION 19 (LIMITATION OF LIABILITY).

## **9. ANGI PAY**

When a project has been completed, you may be offered the ability to pay your Service Professional directly via the mobile application ("Angi Pay"). If your Service Professional has opted in to Angi Pay, you will be able to log into your Angi App, select which Service Professional you are paying, enter the amount of the payment, and input your method of payment (only credit card, Android Pay, and Apple Pay are permitted). Your Service Professional may also initiate the payment request. If you use Angi Pay to pay your Service Professional but did not book your home service through Angi, you will not be eligible for the Angi Happiness Guarantee. By using Angi Pay even where you were not previously an Angi member, you are agreeing to Angi's terms and conditions.

By participating in Angi Pay and agreeing to the Angi Terms, you agree that Angi is authorized to charge your method of payment for the amount selected by you in the App, and to for Angi's payment processor, Stripe, to store such credit card information in case of future payments. The Service Professional will have sixty (60) days after you submit your payment to collect the payment. Should the Service Professional opt out of Angi Pay at any time or fail to collect your payment within this fourteen (14) day period, you will be notified and the payment will be refunded to your method of payment. In this case, you will need to pay the Service Professional directly, and you represent and warrant that you will promptly do so for the full amount owed for your project.

You authorize Angi to confirm that your method of payment is in good standing with the issuing financial institution, including, but not limited to, by submitting a request for a payment authorization and/or a low dollar credit and/or debit to the method of payment in accordance with the relevant card association as applicable. Angi, in its sole and absolute discretion, may refuse to approve or may terminate existing enrollments for Angi Pay with or without cause or notice, other than any notice required by any applicable law, and not waived herein. Payments made through Angi Pay are also subject to the terms and conditions governing your method of payment between you and the issuer of your method of payment. You are responsible for any charges and related fees that may be imposed under the terms and conditions of your method of payment.

You acknowledge and agree that your payments through Angi Pay are transactions between you and the Service Professional and not with Angi or any of its affiliates. Angi is not a party to your payments unless expressly designated as such on the Angi website. You also agree that Angi may update your payment information, including expiration date and card number, due to information received under certain account updater programs created by payment networks. Under these programs, enrolled card issuers and merchants can provide and/or receive up to date payment card-related information from payment networks regarding your method of payment stored by Angi. Angi may reflect these changes to your stored payment information

to prevent payment failure or service termination.

You also agree that a Service Professional, and Angi acting on behalf of the Service Professional, may resubmit a payment for processing one or more times in the event that a prior payment made through Angi Pay is declined or returned by the payment network.

Angi Pay may not be used to process a payment, or otherwise transfer money between you and a Service Professional, that is unrelated to your purchase of services from the Service Professional. You may not use Angi Pay to purchase any illegal goods or services or for any other underlying illegal transaction. You agree that you will not use Angi Pay to purchase any services or products that violate these Terms, other policies or rules applicable to Angi Pay, or applicable law. Failure to comply with these limitations may result in suspension or termination of your use of Angi Pay and/or your Angi account.

Except as set forth in these Terms, all payments processed are non-refundable to you by Angi and are non-reversible by you through Angi Pay. You may have additional refund or charge-back rights under your method of payment issuer agreement or applicable state and federal laws.

You agree to release Angi, its affiliates, and their agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute related to Angi Pay. You agree that you will not involve Angi in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement in connection with Angi Pay. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of Angi and its affiliates and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth in Section 20. However, nothing in these Terms waives any rights, claims or defenses that you may have with respect to a payment under an agreement with your method of payment issuer, the card association rules or applicable state and federal laws. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom.

Payment processing services are provided by Stripe and are subject to the Stripe Connected Account Agreement, located at <https://stripe.com/us/connect-account/legal>, which includes the Stripe Terms of Service, located at <https://stripe.com/us/legal> (collectively, the Stripe Services Agreement). By agreeing to these Terms herein, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of participating in Angi Pay through Stripe, you agree to provide Angi accurate and complete information about you, and you authorize Angi to share it and transaction information related to your use of the payment processing services provided by Stripe.

## **10. OTHER OFFERS AND DISCOUNTS**

### **1. Promotional Coupon**

1. Promotional coupons are only eligible for the specific services designated by Angi.

Promotional coupons are valid for a limited time only and expires on the date indicated



when you receive the applicable promotional coupon. Failure to use promotional coupons before such expiration date will result in the forfeiture of the promotional coupon. Angi reserves the right to cancel promotional coupons at any time. No refunds will be granted for any expired or canceled promotional coupons.

2. Angi promotional coupons have no intrinsic value, is not redeemable for cash, has no cash value, and serves merely as a means to recognize and provide an incentive to use Angi. Promotional coupons may not be purchased for cash and Angi does not sell promotional coupons. Promotional coupons are nonrefundable.
  3. Promotional coupons will not be applied against any sales, use, gross receipts or similar transaction based taxes that may be applicable to you, and/or fees or charges for use of any ineligible services.
  4. Your Angi account will be billed for all fees and charges for use of any ineligible services. Each promotional coupon can only be used once and your Angi account will be billed for all fees and charges for use of any eligible service in excess of the amount of available promotional coupon.
2. No other discount, promotion, coupon or offer of the Service Provider, displayed by, promoted by, offered by, or obtained through, Angi, may be used in connection with a Service Request. Any discount, promotion, coupon or offer made by a Service Provider in connection with a Service Request, is made solely at the discretion of the Service Provider, and is made directly by and between the Service Provider and you.

## **11. MINIMUM AGE**

If you are under the age of eighteen (18), you are prohibited from participating in the Program.

## **12. LIMITED LICENSE**

By agreeing to this Agreement, Angi grants you a limited license to access, participate in and use the Program and the Platform. You acknowledge and agree that you will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational (or any other non-personal) purpose any content or any portion of Program or Platform, without the express written consent of Angi.

## **13. MODIFICATION, LIMITATION, AND DISCONTINUANCE**

Angi reserves the right to, at any time and without notice, limit access to, modify, change or discontinue the Program. You agree that Angi will not be liable to you or to any third party for any such limitation, modification,



change, suspension, or discontinuance of the Program. You agree that Angi may establish general practices, policies and limits, which may or may not be published, concerning the use or operation of the Program.

#### **14. DELAYS**

Angi is not responsible for any delays, failures or other damage resulting from delays and/or other problems inherent in the use of the Internet and electronic communications.

#### **15. FEEDBACK**

Angi appreciates hearing from you, as well as our other users, and welcomes your comments regarding the Program and any other Angi product, program, or service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those that we have specifically requested.

Although we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other content (collectively, the "Submissions"), such submissions will be the property of Angi. In addition, none of the Submissions will be subject to any obligations of confidentiality and Angi will not be liable for any future use or disclosure of such Submissions.

#### **16. COPYRIGHT MATERIALS**

You acknowledge and agree that all content and other information on the Platform, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the property of Angi or used with the express permission of the owner of such Copyright Materials and are protected by all United States and international copyright laws.

#### **17. WARRANTY DISCLAIMER**

You understand and agree that the PROGRAM AND PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT ANGI ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PROGRAM AND PLATFORM. ANGI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) SERVICES WILL BE UNINTERRUPTED, TIMELY PERFORMED, SECURE OR ERROR-FREE, (B) ANY CONTENT OR INFORMATION YOU PROVIDE OR ANGI COLLECTS WILL NOT BE DISCLOSED, (C) ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED IN CONNECTION WITH A SERVICE CONTRACT WILL BE FREE FROM DEFECT, OR (D) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT THE PARTICIPATION IN THE PROGRAM AND USE OF THE PLATFORM IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied

warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to you as they relate to implied warranties.

## **18. LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE 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 THIS AGREEMENT, YOUR USE OF THE PROGRAM AND PLATFORM, OR ANY OTHER MATTER RELATING TO THE SITE OR ANY SPECIFIC SERVICE REQUEST. 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 you.

TO THE EXTENT ANGI IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OR OPERATION OF THE PLATFORM, ANGI'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF THE VALUE OF THE SERVICE YOU RECEIVED THROUGH THE PROGRAM.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANGI CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT TO ANGI THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR ANGI, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION 19) SUFFERED BY YOU AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY ANGI. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY ANGI. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION 19. YOU HEREBY UNDERSTAND AND AGREE THAT ANGI SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

## **19. INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Angi, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by you; (b) any goods or services purchased by or contracted by you through the Program, the Platform, or any service contract entered into between you and a service provider; or (c) any violation of any rights of another or harm you may have caused to another. Angi will have sole control of the defense of any such damage or claim.

## 20. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

1. You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Angi to pursue legal action to enforce the terms and conditions of this Agreement, you will be liable to pay us the following amounts as liquidated damages, which you accept as reasonable estimates of Angi's damages for the specified breaches of this Agreement.
2. If you post content in violation of this Agreement, you agree to promptly pay Angi One Thousand Dollars (\$1,000) for each item of content posted in violation of this Agreement. We may (but shall not be required to) to issue you a warning before assessing damages.
3. If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any content in violation of this Agreement, you agree to pay One Thousand Dollars (\$1,000) for each item of content displayed, copied, duplicated, reproduced, sold, resold or exploited in violation of this Agreement.
4. If you use computer programming routines that are intended to aggregate records or content from the Platform or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform, you agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by you.
5. Except as set forth in the foregoing subsections (1) through (3), inclusive, you agree to pay the actual damages suffered by Angi, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve 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.

## 21. NOTICE

You agree that Angi may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on the Platform. All notices to Angi will be provided by either sending a letter, first class certified mail, to Angie's List, Inc. d/b/a Angi, 130 East Washington, Indianapolis, Indiana 46204, Attn: Customer Care. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), Angi will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is: Angi's List, Inc. d/b/a Angi, 130 E. Washington St., Indianapolis, IN 46204, Attn:

Designated Agent, or email to Email: [copyrightagent@angieslist.com](mailto:copyrightagent@angieslist.com).

If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work's copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
5. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Angi will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

## **22. 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's List, 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.

## **23. 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.

## **24. LIMITATIONS PERIOD**

Regardless of any statute or law to the contrary, you agree that any claim or cause of action arising out or related to your participation in the Program or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

## **25. NOTICE FOR CALIFORNIA USERS**

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by Angie's List, Inc. d/b/a Angi, 130 E. Washington St., Indianapolis, Indiana 46204. If you have any questions, concerns, or complaints regarding the Services, please contact Angi, Inc. by (i) signing into your account and visiting [Member Support](#) to chat with a specialist; or (ii) sending a letter, first class certified mail, to Angie's List, Inc. d/b/a Angi, 130 East Washington, Indianapolis, Indiana 46204, Attn: Customer Care.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

## **26. ASSIGNMENT**

You may not assign or otherwise transfer this Agreement or any of its rights and/or obligations relating to this Agreement without the prior written consent of Angi.

## **27. WAIVER**

Neither party shall be deemed to have waived any of its rights, powers, or remedies hereunder, except in an express writing signed by an authorized agent or representative of the party to be charged.

## **28. SEVERABILITY**

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect: (1) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or (2) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

## **29. ENTIRE AGREEMENT**

This Agreement along with the Angi Terms of Use, Privacy Policy, and Membership Agreement (if applicable) entered into by you and Angi governs your use of the Program and Program and constitutes the entire agreement between you and Angi with respect to the Program. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Angi regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between you and third parties, including but not limited to, any service contract you enter into with a service provider. You represent and warrant that those third-party agreements (including the any such service contract) do not interfere with your obligations and duties to Angi under this Agreement.

### **30. BINDING EFFECT**

This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of you and Angi and our respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE PLATFORM. OR PARTICIPATE IN THE PROGRAM. YOU ACKNOWLEDGE THAT YOU HAVE READ, HAVE UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.

### **31. 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 4, and Sections 16-24.