

## Angi Membership Agreement

*Last updated on August 5, 2021*

Angie's List, Inc. d/b/a Angi ("Angi") displays reviews and ratings on a variety of service contractors and healthcare providers (collectively, "Service Providers") to allow you, the user, the opportunity to read about the experiences other users have had with these Service Providers and to provide your own reviews and ratings on the Service Providers you use. Angi also operates certain products whereby Angi facilitates the offer, sale, and/or marketing of certain promotions, discounts, coupons, vouchers, e-commerce offers, or deals (collectively, "Promotions"). All products and services described in this Section, as well as any other products and services offered by Angi at any time shall be defined herein as "Service" or "Services."

In order to use the Service, you must read and accept all of the terms and conditions in, and linked to, this Membership Agreement (this "Agreement"). This Agreement may be modified by Angi from time to time at our sole discretion, and you will receive notice if modifications to the Agreement are made. We strongly recommend that, as you read this Agreement, you also access and read the linked information. By accepting this Agreement, you also agree that your use of some Angi-branded websites or other websites we operate may be governed by separate terms and conditions, agreements and privacy policies.

BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

### 1. ANGI SERVICE

Angi displays consumer reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences those consumers had with those Service Providers and also provides you with the opportunity to provide your own reviews and ratings on the Service Providers with whom you have first-hand experiences.

#### (a) Angi Subscriptions and Plans

Angi members have one of the following annual membership plans: Green, Silver, or Gold ("Plans").

You may log in to [www.angi.com](http://www.angi.com) and check your Manage My Account page to confirm which Subscription or Plan you currently have. you may learn about the various benefits offered in each Plan by visiting <https://www.angi.com/faq/new-member-what-are-my-membership-options/>.

(b) Angi earns revenue from Angi Subscriptions and Service Providers who meet certain eligibility requirements and pay Angi to advertise their services to you ("Advertisers"). For example, Advertisers can pay



Angi to offer Promotions on the website, through the Call Center, in the Angi magazine, through enhanced profiles, direct mail, or other services. Unless otherwise prohibited by law, Advertisers offering Promotions typically offer a discount or benefit to Angi's members.

### **(c) Membership Benefits**

The benefits of your Angi Plan are available only while your Plan is active and your Angi account is in good standing. Angi reserves the right to modify the Plans at any time and in its sole discretion. The details of your selected Plan, including the price and the various benefits offered therein, might be different than those details applicable to another new or existing member who purchased the same Plan in the same market. You may check your plan details at [www.angi.com](http://www.angi.com) on your Manage My Account page, by visiting <https://www.angi.com/faq/new-member-what-are-my-membership-options/> or by contacting an Angi call center specialist.

## **2. REGISTRATION INFORMATION**

As a condition of your use of the Service, you agree to: (a) provide Angi with true, accurate, current and complete information as prompted by the Angi's registration forms, when registering for or using the Service; and (b) update and maintain the truthfulness, accuracy and completeness of such information.

## **3. MINIMUM AGE**

You must be 18 years of age or older to use or register for Services.

## **4. USE VOID WHERE PROHIBITED**

Membership in the Service is void where prohibited.

## **5. PRIVACY POLICY**

Angi has established a Privacy Policy to explain to you, and other users, how your personal information is collected and used. This Privacy Policy is located [here](#).

## **6. SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL**

### **Membership Fee**

Angi will charge you a membership fee in order to provide the Service. Your membership fee is the amount you were charged for one term of your Subscription or Plan, not including any promotions or discounts that may



have been applied (the “Membership Fee”). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check your account online or call an Angi call center representative if you have any questions.

You acknowledge that Angi reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees may be paid in advance by credit card, debit card, or PayPal.

### **Automatic Renewal**

If you have paid membership Plan (e.g., Silver or Gold), Angi will automatically renew your Plan for one year at the Membership Fee for the Plan (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angi. Such renewal payment will take place on or about your Renewal Date. Your Plan will continue, and your payment method will be charged, the Membership Fee until you cancel the Plan, which you may do at any time (see [Canceling your Plan](#), below).

If the payment processing for the renewal of your Plan fails for any reason, we will attempt to process your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angi). Except as otherwise required by applicable law, you agree that Angi will not provide you with any notices prior to each annual renewal payment.

If you chose a free Green Plan, your Plan also will renew on your Renewal Date, but you will not be charged.

### **Canceling your Plan**

you may cancel your Plan at any time by contacting Angi by first class certified mail at 130 E. Washington Street, Indianapolis, IN 46204 by telephone at (866) 623-6088; or by signing into your account and visiting [Member Support](#) to chat with a specialist. If you wish to avoid renewal, your cancellation request must be received by no later than 5:00 p.m. Eastern Time on the business day prior to your Renewal Date.

### **Membership Fee Refund Policy:**

[Automatic Renewal Refund](#)—Regardless of when you joined Angi, if your Plan automatically renews and you cancel your Plan within thirty (30) days after your Renewal Date, you may request a full refund of the Membership Fee.

Under no circumstances shall refunds exceed the amount you paid for your Membership Fee during the prior membership term.

In accordance with Section 19 (Term and Termination), below, if Angi terminates your account for any reason and you are not in breach of this Agreement, Angi will refund your Membership Fee on a pro rata basis from



the date of such termination to the end of the then current term.

Members are not entitled to refunds of their Membership Fee under any other circumstances.

### **Angi Magazine Fee**

Your Plan may include access to the Angi Magazine, where applicable. A portion of your Membership Fee (\$6.50 per year) will be applied to the printing and/or distribution of the Angi Magazine. This fee for the Angi Magazine may not be deducted from your Membership Fee.

### **Authorization to Update Credit Card Account Information; Account Updater**

If the credit card or debit card provided by you to Angi has expired during an attempt to renew Membership Fees pursuant to this Section, you authorize Angi to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to you, Angi contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that your paid Services do not lapse because the credit card or debit card information initially on file with Angi has expired or changed ("Account Updater").

By registering for the Service and receiving a Plan, you consent to and authorize Angi's disclosure of your credit or debit card information to Account Updater. You further consent to the third party's use of such information solely in connection with Account Updater. You also consent to Angi's receipt and use of updated credit card or debit card account information from your financial institution in connection with the provision of the Service as provided in this Agreement and the Privacy Policy.

## **7. MOBILE APP PAYMENT**

When a project has been completed, you may be offered the ability to pay your Service Professional directly via the Angi mobile application. If your Service Professional has opted in to accepting payment in that manner, 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 the mobile app 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 paying via the mobile app, 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 receiving payment via the mobile app 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 the mobile app with or without cause or notice, other than any notice required by any applicable law, and not waived herein. Payments made through the mobile app 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 the mobile app 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 the mobile app is declined or returned by the payment network.

The mobile app 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 the mobile app to purchase any illegal goods or services or for any other underlying illegal transaction. You agree that you will not use the mobile app to purchase any services or products that violate these Terms, other policies or rules applicable to the mobile app, or applicable law. Failure to comply with these limitations may result in suspension or termination of your use of the mobile app 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 the mobile app. 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 payments made through the mobile app. 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 payments made through the mobile app. 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 27. However, nothing in this Agreement 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 paying through the mobile app 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.

## **8. INCENTIVES**

Angi may, from time to time and in its sole discretion, offer certain products or services as incentives ("Incentives") to select one of the Membership Plans (e.g., a free Android tablet for members who select the Gold Plan). Angi is neither the seller nor manufacturer of the Incentives and disclaims any and all liability and warranties of any kind relating to the Incentives, the use of the Incentives, and the tax implications of receiving the Incentives. You agree that you shall not bring any action against Angi relating in any way to the Incentives. In the event that an Incentive is lost, does not operate properly, or is otherwise incorrect, unfit, or unusable in any way, you agree that Angi has no responsibility for replacing the Incentive.

## **9. ACCOUNT SECURITY**

Angi will assign you a user ID and a password when you register. Your user ID and password may only be used by you and the members of your household (meaning anyone who currently shares with you the address you registered with Angi). You are solely responsible for maintaining and protecting the confidentiality of your user ID and password and are fully responsible for all activities that occur under your user ID and password.

## **10. LIMITED LICENSE TO WEBSITE AND MAGAZINE**

By agreeing to the terms and conditions of this Agreement, Angi grants you a limited license to access and use the reviews and ratings offered by the Service for your personal purchase decisions. 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 the reviews and ratings and any content, without



the express written consent of Angi.

## **11. SUBMISSIONS OF REVIEWS**

In order for you to submit your own reviews and ratings on the Website and in the Magazine, you acknowledge and agree that:

1. all of your reviews and ratings will either be based upon: (i) your actual first-hand experiences with the Service Providers you are reviewing; or (ii) as provided under Section 14 (Service Providers) below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby you have the legal authority to disclose such health information and experience of such individual;
2. all of your reviews and ratings of the Service Providers that you are rating will be accurate, truthful and complete in all respects;
3. you do not work for, own any interest in, or serve on the board of directors of, any of the Service Providers for which you submit reviews and ratings;
4. you do not work for, own any interest in or serve on the board of directors of any competitors of the Service Providers for which you submit reviews and ratings;
5. you are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Service Provider is an individual) to any of the Service Providers for which you submit reviews or ratings;
6. your name and review information will be made available to the Service Providers on which you review; and
7. Angi may redact, delete, or reject your reviews if they do not conform with Angi's publication criteria, which may change from time to time at Angi's sole discretion.

## **12. CONFLICT RESOLUTION PROCESS**

If you have a dispute with a Service Provider and an active, qualifying Plan, you may request Angi's assistance in communicating with that Service Provider about your desired resolution (the "Complaint Resolution Process" or the "CRP").

You may request to participate in the CRP through our Website or by contacting a member care representative. you then will be requested to complete and return to Angi certain documentation relating to your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact you to obtain additional information and understand your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain your complaint and desired resolution and to ask the Service Provider to respond in



writing within a reasonable timeframe.

If the Service Provider agrees to your desired resolution or supplies a counteroffer that you find acceptable, the case is considered resolved, your review regarding the Service Provider will be removed, and you will have the opportunity to submit updated feedback about your experience. If the Service Provider responds but does not resolve the matter as described above, your feedback shall remain unchanged.

Your participation in the CRP is at Angi's sole discretion. We reserve the right to reject your request to participate for any reason. By participating in the CRP, you consent to have your complaint and a story about the circumstances relating to the CRP published in our monthly magazine and online publications. For complaints involving health care providers, we may ask you to sign a HIPAA (Health Insurance Portability and Accountability Act) waiver to allow the Service Provider to discuss the issue with us.

The CRP is not a legal forum and Angi does not, at any time, become a party to your dispute with the Service Provider. Angi is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If you believe legal services are necessary or would be helpful to resolve your dispute with a Service Provider, Angi encourages you to consult with an attorney. Angi does not guarantee that your participation in the CRP will result in a satisfactory outcome or your desired resolution.

You agree that, by offering the CRP, Angi does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under Sections 15 (Service Providers), 26 (Warranty Disclaimer), and 27 (Limitation of Liability).

**You acknowledge and agree that, during the Term of your Plan, Angi may—in its sole discretion and without notice—change the CRP program, including without limitation, its name, process, and/or function.**

### **13. CONTENT LICENSE AND PROMOTION PLACEMENT**

Although Angi does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials you give us (collectively, the "Content"), by providing Content for the Website and the Magazine, you automatically grant, and you represent and warrant that you have 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 Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Angi with Content, you automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website or in the Magazine by any other party.

You understand that Angi may display, disseminate, or place Promotions near, with, or adjacent to your Content in any form or media (whether now known or subsequently created). The manner, mode, and extent of such Promotions are subject to change at Angi's discretion and without notice to you.



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

Angi does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Angi simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content ("Service Provider Content"). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, 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 or Service Provider Content made available through the Service and, that by using the Service, 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 and Service Provider Content.

You further acknowledge that Angi has no obligation to screen, preview, monitor or approve any Content or Service Provider Content or Content posted or submitted by any other Angi member or any Service Provider. 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 using the Service, 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 Service. Under no circumstances will Angi be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. you waive the right to bring or assert any claim against Angi relating to Content or Service Provider Content, and release Angi from any and all liability for or relating to any Content or Service Provider Content.

## **15. SERVICE PROVIDERS**

Angi does not endorse and is not responsible or liable for any Content, Service Provider Content, Promotions, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers (which includes, but is not limited to, health care and wellness providers). you agree that should you use or rely on such Content, Service Provider Content, Promotions, data, advertisement, products, goods or services, available or unavailable from, or through any Service Provider (which includes, but is not limited to, health care and wellness providers), 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 (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Provider (which includes, but is not limited to, health care and wellness providers) 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 (which includes, but is not limited to, health care and wellness providers).

You agree that Angi is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) 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 (which includes, but is not limited to, health care and wellness providers), and release Angi from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers). In addition, you agree that Angi may exclude Service Providers from displaying in search results on the Angi Website for failing to meet particular Angi standards regarding Service Provider conduct. In addition, you understand that Angi may exclude Service Providers from displaying in search results on the Angi Website for failing to meet particular Angi standards regarding Service Provider conduct and performance.

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 25 (WARRANTY DISCLAIMER), OR SECTION 26 (LIMITATION OF LIABILITY).

## **16. HEALTH RELATED PROVIDERS**

The contents of the Angi Website, such as text, graphics, images, information obtained from Angi's, and other material contained on the Angi Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of your physician or other qualified health provider with any questions you may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something you have read on the Angi Website.

If you think you may have a medical emergency, call your doctor or 911 immediately. Angi does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. Angi is not a health or wellness provider and cannot recommend or refer you to any health or wellness provider. Reliance on any information provided by Angi, Angi employees, others appearing on the Website at the invitation of Angi, or other visitors to the Website is solely at your own risk.

The Website may contain health-related materials that are sexually explicit. If you find these materials offensive, you may not want to use our Website.

You should be aware that if you post any health-related information about yourself or anyone else on this Website, you do so at your own risk. If you post Website Content about services rendered to another individual, you represent that you have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that you have the legal authority to



further disclose such health information. If you post health-related information, you will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom you submit Content may submit Service Provider Content that contain your private or confidential health information in response to Content you submit. Angi is not liable for any such Service Provider Content. Please see Section 14 (Publication and Distribution of Content) above for more information about Angi's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither Angi, nor any of its users, has any legal obligation to keep your health information confidential if you post it to this Website and it may be used for purposes that are unintended by you or Angi.

## 17. YOUR CONDUCT

In connection with your use of the Service, 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 reviews 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 reviews of the Service Providers you review (for example, submitting a review describing a service contractor as "He/She is great." without additional commentary is not a thorough and thoughtful review);
5. will not submit reviews that comment on other users or the reviews of other users;
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 the identity of the sender or the origin of a review or rating;
7. will not submit reviews 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 Website;
8. will not access, download or copy any information contained on our Website 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 Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
10. will not take any action that would undermine the review and rating process under the Service;
11. will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
12. will not use the Service 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 Service in any way that could interfere with the rights of Angi or the rights of other users of the Service;
14. have sufficient rights in and to all Content that you provide, transmit or otherwise convey to Angi in connection with the Service;
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;
17. will not access any Content 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 and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;
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; and
20. agree not to: (i) register for more than one account or register for an account on behalf of an individual other than yourself; (ii) impersonate any person or entity, including, but not limited to, Angi personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

The reviews and ratings that you provide do 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 Service is consistent with the terms and conditions of this



Agreement. Angi may suspend, restrict or terminate your use of the Service and to refuse any future use of all or portions of the Service 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.

## **18. DISCLOSURE OF INFORMATION**

As Angi continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. you hereby consent to the transfer of your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

## **19. TERM AND TERMINATION**

The term of this Agreement ("Term") will be in effect and continue so long as you have an active Subscription or Plan. In other words, the Term shall continue through each automatic Plan renewal until termination by either party in accordance with the terms of this Agreement.

Angi may, for any reason in its sole discretion, immediately terminate this Agreement, your account, and your access to the Service. If Angi merely terminates your account for its convenience and you are not in breach of this Agreement, Angi will refund your Membership Fee on a pro rata basis from the date of such termination to the end of the then current term.

Termination of your account will include removal of your access to all offerings of the Service, deletion of your password, deletion of all related information and files, may include the deletion of the Content associated with your account (or any part thereof), and barring your further use of the Service.

## **20. MODIFICATION OF TERMS AND CONDITIONS**

Angi will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website [www.angi.com](http://www.angi.com)). you will receive notice if modifications to the Agreement are made. Angi will make note of the date of the last update to the Agreement on the first page of this Agreement. you are responsible for reviewing these terms and conditions regularly. your continued use of the Service after such modifications will be deemed to be your conclusive acceptance of all modifications to this Agreement. If you are dissatisfied as a result of such modification(s), your only recourse is to immediately discontinue use of the Service.



## **21. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE**

Angi reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of the Service. 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 Service. you agree that Angi may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Service in a given period of time. you agree that Angi has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. you agree that Angi has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

## **22. DELAYS**

The Service 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.

## **23. USER FEEDBACK**

Angi appreciates hearing from you, as well as our other users, and welcomes your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value your feedback on our Service, 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 information (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.

## **24. 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.

## **25. COPYRIGHT MATERIALS**

Aside from user-submitted Content and Service Provider Content, all other materials and other information on the Website and the Magazine, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the exclusive property of Angi and/or its licensors and are protected by all United States and international copyright laws.

## **26. WARRANTY DISCLAIMER**

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT ANGI ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. ANGI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR ANGI COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE 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.

## **27. 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: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY ANGI OR THE



FAILURE OF ANGI TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (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 you.

TO THE EXTENT ANGI IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, ANGI'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF YOUR MEMBERSHIP FEE (I.E., THE AMOUNT OF YOUR ANNUAL MEMBERSHIP FEE DIVIDED BY TWELVE).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANGI CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES 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 SUFFERED BY YOU AS A RESULT OF THE FAILURE OF ANGI TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR 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 THE FAILURE OF ANGI TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR 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. YOU HEREBY UNDERSTAND AND AGREE THAT ANGI SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

## **28. 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) the inaccurate or untruthful Content or other information provided by you to Angi or that you submit, transmit or otherwise make available through the Service; or (c) any intentional or willful 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.

## **29. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES**

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:

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.

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, re-sold or exploited in violation of this Agreement

If you use computer programming routines that are intended to aggregate records or reviews from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, you agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by you.

Except as set forth in the foregoing subsections (a) through (c), 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.

### **30. 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 Website. All notices to Angi will be provided by sending a letter, first class certified mail, to Angie's List, 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:

Angie's List, Inc. d/b/a Angi

130 E. Washington St.

Indianapolis, IN 46204

Attn: Copyright Agent

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.

### **31. ENTIRE AGREEMENT**

This Agreement governs your use of the Service and constitutes the entire agreement between you and Angi. 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, Service Providers and others. you represent and warrant that those third-party agreements do not interfere with your obligations and duties to Angi under this Agreement.

### **32. 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: Angie'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.

### **33. 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.

### **34. PROVISIONS REMAINING IN EFFECT**



In the event your Plan with Angi is terminated or lapses or you are no longer a user of Angi, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 13, 15, 16, 18 and 25 through 32.

### **35. MISCELLANEOUS**

This Agreement may not be re-sold or assigned by you. If you assign, or try 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 you. In the event a court finds a provision in this Agreement to not be valid, you and Angi agree 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 you and Angi as a result of this Agreement or use of the Service. you acknowledge and agree that each of the Released Parties shall be an intended third-party beneficiary of this Agreement.

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