

## Angi Advertising Agreement

*Last updated on March 17, 2021*

Below sets forth the terms and conditions that govern the relationship between Angie’s List, Inc. d/b/a Angi (“Angi”) and Service Providers that advertise coupons and/or deals on the Angi platform (“Advertisers,” or “you”) to Angi consumers (“Consumers”). This Agreement becomes effective when Angi approves the Advertiser’s advertising selections and activates the Agreement (not when Advertiser submits its advertising selections).

### 1. ADVERTISING PROGRAM

By meeting certain eligibility requirements set forth herein and paying a fee (“Advertising Fee”), Advertiser authorizes Angi to offer, publish, and distribute to Consumers on its platform or the platforms of its affiliates: (a) a description of the services and/or products offered by Advertisers in home services categories paid for by the Advertiser (“Designated Categories”); (b) in service areas paid for by the Advertiser (“Designated Service Areas”).

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

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

#### Advertisers shall receive:

1. Placement Above Non-Advertisers in the Angi Directory—When Consumers perform searches in the Angi Directory, Advertisers’ profiles shall be sorted above non-advertisers’ profiles. This premier placement applies only when Consumers search in the Designated Service Areas and Designated Categories. (In other words, an Advertiser will not necessarily be sorted above a non-advertiser in a category or service area for which the Advertiser does not pay.)
2. Placement Among Other Advertisers in the Angi Directory—Among Advertisers, Angi may change the way search results work in the Angi Directory, add additional elements to the search experience, place different types of products within the search results (e.g., banners, deals, etc.), and modify the

search algorithm, etc. We may also change, without notice, what information appears in profiles, the way profiles appear to Consumers, and how Consumers get to the Angi Directory.

3. Appearance of Profiles Outside of the Angi Directory—Angi may display the profiles of Advertisers in various areas on the platforms of Angi or any of its affiliates (e.g., where consumers submit service requests, on “leaf pages” outside of the Angi platform, etc.).
4. Business Management Tools—Advertisers may subscribe to Angi Business Management Tools (“BMT”) for an additional charge per month. BMT contains several features, allowing Advertisers to, among other things, build and send job quotes, take payments from consumers, and connect to existing QuickBooks accounts. The features of BMT may be modified from time to time. If You subscribe to BMT, You agree to be automatically billed the current BMT fee (“BMT Fee”) monthly on the credit card we have on file for your account. The BMT Fee is separate from your Advertising Fee but will occur on the same day each month you are billed for your Advertising Fee. You can cancel your BMT subscription any time and you will not continue to be charged.
5. Contacts, Leads, and Guidance—Part of the value of advertising on Angi is that there are numerous ways a Consumer may come into contact with an Advertisers through Angi. (“Contacts”). For example, a Consumer may call or send a message to an Advertiser after finding the Advertiser’s profile on the Angi Directory.

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

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

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

Advertiser expressly agrees that its failure to obtain the number of Contacts suggested by the given Guidance shall not be considered a breach of this Agreement on the part of Angi. Further, Advertiser expressly agrees

that its failure to obtain the number of Contacts suggested by the given Guidance shall not provide an exemption for payment of the Advertising Fee or, in the event Service Professional terminates the Agreement, exemption for payment of the Early Termination Fee (set forth under Section 12).

## 2. ELIGIBILITY

Advertiser agrees that it must meet or exceed Angi's qualifications in order to advertise. If, during the Term of the Agreement, Advertiser ceases meeting any of these eligibility criteria and does not promptly cure such defect, Angi may terminate this Agreement. Specifically, Advertiser agrees that it must:

1. To the extent it has any consumer ratings, maintain at least a 3.0-star rating, as defined by Angi.
2. Timely pay all invoices for Angi services (i.e. no "past-due" balances).
3. Maintain all applicable state or local licensure for all services advertised.
4. Owner, principal or relevant manager of the Advertiser pass the applicable Angi criminal background screening, except that Advertisers designated by Angi as Corporate or National Accounts shall not be required to undergo a criminal background screening. Corporate or National Accounts include companies with a large network of professionals or several franchises or offices.
5. Meet any other requirements Angi determines are necessary for participation in the Advertising Program.

Angi reserves the right to modify any and all of these eligibility requirements without notice to Advertiser.

## 3. PUBLICATION AND ACTIVATION OF COUPON OR DEAL

1. Coupons—Coupons shall be made visible to members who search in Designated Service Areas and using Designated Categories. A Consumer may present the Coupon directly to Advertiser. Angi shall function only as the platform upon which Advertisers may offer Coupons to members. Angi does not participate in any transaction between the Consumer and the Advertiser, including but not limited to contracting and payment for any services provided.
2. Deals—Deals shall be published on the Angi website on the Advertiser's profile page, upon Advertiser's activation of such Deal on the Angi platform. Angi may place an icon on the Advertiser's Profile Page signifying each Deal. A Consumer may claim the Deal by clicking on the icon and completing the transaction directly with the Advertiser. Angi reserves the right to, in its sole discretion, promote a Deal to its Consumers via other means, including without limitation, targeted emails, Angi's website, third-party website, and social networking websites. Angi shall function only as the platform upon which Advertisers may list Deals to Consumers. Angi does not participate in any transaction between the Consumer and the Advertiser, including but not limited to contracting

and payment for any services provided.

3. cTracking Phone Numbers—Advertiser agrees that, in order to better track the Contacts directed to Advertiser by Angi, Angi may display a phone number on Advertiser's profile that is different than Advertiser's normal phone number. This tracking number will forward directly to the phone number Advertiser provided Angi.

#### **4. ADVERTISER'S REPRESENTATIONS AND WARRANTIES**

Advertiser represents and warrants to Angi that: (a) Advertiser has all requisite power and authority to enter into this Agreement and to sell the goods or provide the services which are the subject of the Coupon or Deal; (b) Advertiser is legally and properly licensed to and possesses all requisite licenses and permits to provide the services in the geographic areas in which Advertiser is providing the Coupon or Deal; (c) the Retail Rate as set forth in the terms of the Coupon or Deal for the services or goods offered in connection with such Coupon or Deal is accurate and correct in all respects as of the date the Coupon or Deal is offered to the Consumers; (d) Advertiser is registered for sales, use, and other tax collection purposes in all states which Advertiser's goods and services will be provided under the terms of the Coupon or Deal; (e) any and all discounts and services or products presented through the Coupon or Deal comply with all applicable federal, state and local laws, rules, regulations and orders; and (f) the Marks (as defined below) do not violate or infringe any copyright, trademark or other intellectual property rights of any other person.

#### **5. AUTHORIZATION TO SHARE PERSONAL INFORMATION**

By participating in the Advertising Program, Advertiser expressly authorizes Angi to share its personal information (including without limitation, the company's name, address, licensing status, screening information, consumer reviews and rating, names and contact information of individuals affiliated with the company, and details regarding Advertiser's advertising relationship with Angi) with Angi's affiliates, including without limitation, HomeAdvisor, Handy, and IAC/Interactive Corp.

#### **6. BILLING FOR SERVICE PROFESSIONALS ON BOTH ANGI AND HOMEADVISOR NETWORKS**

If you are both an Advertiser and a HomeAdvisor member, you agree that you are receiving separate and valuable consideration from both HomeAdvisor and Angi by way of Contacts, including Leads, and exposure to Consumers of both platforms. While there are some overlapping benefits for Advertisers on both networks, Angi and HomeAdvisor provide separate value in the products and services they offer to you.

#### **7. COMPLIANCE WITH GIFT CARD LAWS IN DEALS**

In addition to, and not by way of limitation of, anything else contained herein, Advertiser specifically represents

and warrants to Angi, and intends that Angi rely, that the Deal, the terms of the Deal, and Advertiser's sale of goods or provision of services (or both), if applicable, and will comply in all respects with any and all applicable laws governing: (a) gift cards, payment cards, pre-paid cards and stored value cards; (b) abandoned property and the treatment, disposition and reclamation thereof; and (c) the imposition of expiration dates, service charges, dormancy fees or other terms and conditions applicable to the Deal, and any and all other laws having similar effect or importance, including, without limitation, the Credit Card Accountability Responsibility and Disclosure Act of 2009. Advertiser will permit the Consumer to redeem the Deal with Service Provide for the applicable term specified under applicable state or federal laws.

## 8. ADVERTISER'S OBLIGATIONS

1. Use your best efforts to provide the best quality services or goods.
2. Notify Angi promptly in the event you cease to do business or change your name or location.
3. Provide Angi with your trademark, logo, and other information (collectively, the "Marks") necessary to be used to create, distribute, and disseminate the promotion for the Coupon or Deal to Consumers, and grant Angi a limited, non-exclusive right and license to use, reproduce, transmit and distribute creative materials and the trademark and/or logo you supply in connection with the Coupons or Deals, in any and all media or formats in which such Coupons or Deals are marketed, promoted, transmitted, sold or distributed including but not limited to, on the Website.
4. Pay any and all state sales, use, or other tax due or imposed by any governmental authority with respect to the sale or redemption of the Coupon or Deal.
5. Provide a valid coupon, approved by Angi.
6. Agree to honor the Coupon or Deal claimed by any Consumer during all business hours and as required by applicable law.
7. Schedule the work described by a Deal according to your availability.
8. Return/answer Consumer communication through Angi Message Center within two (2) business days from the first notification that an offer has been claimed.
9. Participate in Angi programs relating to conflict resolution (including, but not limited to, our Conflict Resolution Process and/or FairClaims) in the event there is a dispute with a consumer and the consumer wishes to engage in such programs.
  - Conflict Dispute Resolution ("CRP"). If a Consumer has a dispute with you, that Consumer may request Angi's assistance in communicating with you about the Consumer's desired resolution. In such an event, the Angi Complaint Resolution Team will contact you to explain the Consumer's complaint and desired resolution and to ask you to respond in writing within a reasonable

timeframe. If you agree to the Consumer's desired resolution or supply a counteroffer that the Consumer finds acceptable, the case is considered resolved, the Consumer's review regarding your service will be removed, and the Consumer will have the opportunity to submit updated feedback about his or her experience. If you respond but do not resolve the matter as described above, the Consumer's feedback shall remain unchanged. In order to fulfill your requirement of participating in CRP, you must respond in writing, but it is not required that you resolve the matter to the Consumer's satisfaction. CRP is not a legal forum and Angi does not, at any time, become a party to your dispute with the member. 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 Consumer, Angi encourages you to consult with an attorney.

- FairClaims is a legally binding arbitration process that exists entirely outside of Angi. When a Consumer requests that a dispute be resolved through FairClaims, Angi would pay the FairClaims process fee (but not any settlement or other fees awarded by the FairClaims arbitrator). Angi would have no further participation in the FairClaims process. For more information about FairClaims, see [https://www.fairclaims.com/how\\_it\\_works](https://www.fairclaims.com/how_it_works).

## 9. ANGI PAY

When a project has been completed, you may be offered the ability to receive your payment from the Consumer directly via the Angi mobile application ("Angi Pay") in one of two ways, either by you requesting payment from a Consumer, or by a Consumer initiating payment to you. To request payment, you log into your Angi App, go to your Lead Details, and click request payment for the appropriate Lead. If a Consumer has sent you money for services, you will be able to log into your Angi App, select how you wish to be paid (either to your bank account or to a debit card), and the payment will be processed within twenty four (24) hours. You will have sixty (60) days after the Consumer submits a payment to collect the payment. Should you opt out of Angi Pay (by going to Settings in your App, clicking the Angi Pay section and selecting Disable Angi Pay) or fail to collect your payment within this sixty-day period, you and the Consumer will be notified that the payment has been cancelled, and you will need to seek payment from the Consumer directly. Angi Pay may not be used to charge a Lead fee to a consumer, it may only be used for collecting payment for a won job.

By participating in Angi Pay and agreeing to the Agreement, you agree that you are accepting payments from Angi Consumers via Angi Pay and that Angi is authorized to store your bank account or debit card information for future payments, and that Angi may deposit all future payments into your Angi Pay account. You further agree that you will not seek payment from the Consumer directly where you have received payment from the Consumer through Angi Pay, and that you will only seek payment for services you have performed or will perform.

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. Angi may ban you from using Angi Pay (and the Advertising Program) if we believe you are abusing Angi Pay. Angi may also cancel a payment request made through Angi Pay if such request is improper in Angi's reasonable commercial discretion.

You acknowledge and agree that your payments made through Angi Pay are transactions between you and the Consumer and not with Angi or any of its affiliates.

Angi Pay may not be used to process a payment, or otherwise transfer money between you and a Consumer, that is unrelated to the Consumer's purchase of services from you. 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 this Agreement, 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 this Agreement.

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 Sections 24-25. 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.

Payment processing services for Advertisers 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 your business, and you authorize Angi to share it and transaction information related to your use of the payment processing services provided by Stripe. You also authorize Angi to pass on information provided by you (e.g. your date of birth or the last four digits of your social security number) to Stripe so that Stripe may use it to protect the integrity of your account.

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.

If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to Angi or third parties, or any payments to consumers that Angi makes, then Angi may either charge your method of payment on file with us for such payments, or

withhold any payments to you for as long as we determine any related risks to Angi or third parties persist. For any amounts that we determine you owe us, we may (i) immediately charge your method of payment; (ii) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (iii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iv) reverse any credits to your bank account; or (v) collect payment or reimbursement from you by any other lawful means.

## **10. FINANCING**

You represent and warrant that to the extent that a Consumer is interested in any financing options, you will direct them to Angi, and you will not attempt to apply for any financing on the Consumer's behalf, or make any representations to the Consumer regarding financing options or the likelihood of a Consumer being approved for financing.

## **11. BACKGROUND CHECK PROGRAM**

1. **AUTHORIZATION:** You hereby: (a) represent that you are the owner of the company or a manager with authority to bind the company; and (b) authorize Angi to provide your home mailing address, social security number, date of birth ("Personal Information") and any other information you provide to us to a third-party information collection service entity selected by Angi, at any time while you are an Advertiser, to verify, obtain copies of records, and gather any information pertaining to your criminal record, as well as financial screening (including but not limited to searches for bankruptcies, liens and civil judgments) for the purpose of Angi's evaluating its desire to enter into or continue a contractual business arrangement with you. Angi will share this Personal Information only with third parties designated to carry out the background checks and with Angi's affiliates.
2. **DISCLOSURE:** Angi hereby discloses to you that a consumer report, as defined by the Fair Credit Reporting Act, may be obtained for the purpose of advertising with Angi, its affiliates, representatives, or agents. The undersigned hereby authorizes the procurement of the consumer report. Information from the consumer report will not be used in violation of any applicable federal, state, or local equal employment opportunity law or regulation. You understand that your date of birth will be used solely for identification purposes and will not be taken into account in any advertising decisions.

## **12. TERM, FEES, AND TERMINATION**

1. **Initial Term.** The initial term of this Agreement shall be the longer of one (1) year following the Effective Date or, if Advertiser is offering a Deal, the last date a Consumer redeems his or her Deal with Advertiser ("Initial Term").



2. **Renewal Terms and Pricing.** On each anniversary of the Effective Date, the Agreement shall automatically renew for an additional one (1) year term ("Renewal Terms"). Advertiser also agrees that, at the beginning of a Renewal Term, Angi may increase the price of any Item or all Items up to 10% more than the price Advertiser paid during the previous 12- month term for such Item(s). Advertiser may prevent the Agreement from automatically renewing by providing written notice to Angi at least 30 days before the beginning of a new Renewal Term.
3. **Angi Termination.** Angi may terminate this Agreement at any time and for any reason, including but not limited to, Advertiser's failure to continue meeting any of the eligibility requirements set forth under Section 2 (Eligibility).
4. **Early Termination Fee.** If Advertiser cancels the contract and such cancellation is effective prior to the end of the Initial Term or any Renewal Term, Advertiser agrees to pay an early termination fee of 35% of the unused value of the total contract for that Term.
5. **Late and Collection Fees.** Late payments may be assessed a monthly late fee of the lesser of 1.5%, or the maximum allowed by law, of the past due balance. Additionally, in the event Advertiser fails to make any payments under this Agreement (including any early termination fees), Advertiser shall pay any fees Angi incurs in its collection efforts (including any third-party collection and legal fees).
6. **Notwithstanding the foregoing, Sections 12-14, 16-19, 21, 24, and 25 will indefinitely survive any expiration or termination of this Agreement.**

### **13. PREPAID AGREEMENT SPECIAL TERMS**

IF ADVERTISER HAS PREPAID ANY PORTION OF THE ADVERTISING FEE, ADVERTISER HAS RECEIVED CONSIDERATION FROM ANGI IN THE FORM OF DISCOUNTED ADVERTISING OR OTHER VALUABLE CONSIDERATION, AND THE FOLLOWING SPECIAL TERMS AND CONDITIONS APPLY: NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH UNDER SECTION 12 (TERM, FEES, AND TERMINATION), THE AMOUNT PREPAID SHALL BE NON-REFUNDABLE. IF ADVERTISER NOTIFIES ANGI IN WRITING OF ITS DESIRE FOR THE ADVERTISING TO CEASE, ANGI SHALL HONOR SUCH REQUEST; HOWEVER, ADVERTISER SHALL NOT RECEIVE A REFUND, PRO-RATED OR OTHERWISE, OF THE ADVERTISING FEES PREPAID UNDER THIS AGREEMENT. ADVERTISER ACKNOWLEDGES THAT THESE SPECIAL TERMS ARE REASONABLE.

### **14. PAYMENT**

Advertiser agrees that, for the services rendered under this Agreement, Angi may charge any credit card or other payment method Advertiser has previously provided Angi. If a charge or other payment method fails for any portion of the Agreement, Angi may activate the entire Agreement and continue to attempt to charge for the portion of the Agreement that failed. By way of example, if Advertiser pays separately for web advertising

and publication advertising, and the web advertising payment is successful, but the publication advertising payment fails, Angi may activate both types of advertising and continue to attempt to collect payment for the publication advertising.

## **15. WIRELESS NUMBERS AND AUTOMATIC DIALERS**

Advertiser acknowledges that Angi will use the telephone numbers, email addresses or other contact information submitted by Advertiser to Angi to contact Advertiser. Angi agrees not to sell, trade, rent or share such information with any third parties, other than its affiliates, without Advertiser's consent. By providing a wireless phone number to Angi, Advertiser represents that the wireless phone number is a business phone number and agrees that Angi may call or send text messages to the wireless phone number for any purpose, including marketing purposes, using all methods now known and discovered in the future, including, but not limited to, auto-dialers, pre-recordings, and general telemarketing practices. Advertiser agrees that these calls or text messages may be regarding the products and/or services that Advertiser has previously purchased and products and/or services that Angi or its affiliates may market. Advertiser acknowledges that this consent may be revoked upon written request. Angi's mobile applications may implement location features that, if you consent, result in automatic collection of your geolocation information, in which case our mobile application may use such information to allow Angi and customers to view and track your location. We may also use this location information for our internal business purposes, and for providing and enhancing our products and services and advertising.

IF YOU WANT TO STOP THE AUTOMATIC COLLECTION OF YOUR LOCATION INFORMATION, YOU MAY DO SO BY USING THE PRIVACY SETTINGS ON YOUR DEVICE, OR BY UNINSTALLING OUR MOBILE APPLICATION. CERTAIN FEATURES, SUCH AS SAME DAY SERVICE, WILL NOT BE AVAILABLE IF YOU OPT OUT OF LOCATION COLLECTION.

## **16. CONFIDENTIALITY**

Advertiser agrees that Angi's member lists, Angi's Consumer lists, the terms and conditions of this Agreement, and the existence this Agreement (collectively, the "Confidential Information"), shall be held in strict confidence, for the mutual benefit of Advertiser and Angi, and that, except as necessary in the sale of the goods or performance of the services which are the subject of the Coupon or Deal, Advertiser shall not disclose any Confidential Information without the prior written consent of Angi. Advertiser is strictly prohibited from selling any of Angi's Confidential Information, including, in particular, member or Consumer lists. Notwithstanding the foregoing, Advertiser may disclose Confidential Information to the extent strictly necessary to comply with any order of a court of competent jurisdiction or as may be otherwise required by applicable law.

## **17. INDEMNIFICATION; LIMITATION OF LIABILITY**

1. Advertiser hereby agrees to indemnify, defend and hold harmless Angi and its successors and assigns and their respective shareholders, partners, directors, members, managers, officers, employees, agents, and representatives (without duplication) from and against any and all claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) to the extent arising out of or resulting from (i) any breach by Advertiser of any representation, warranty or covenant contained in this Agreement; (ii) the sale of any products subject to a Coupon or Deal or provision of or failure to perform services subject to a Coupon or Deal, or otherwise; (iii) failure or refusal to honor any Coupon or Deal, provide services, or sell goods subject to a Coupon or Deal to a Consumer; (iv) any negligence or willful acts by such Advertiser; and (v) any claim for state sales, use, or other tax obligations arising from the sale or redemption of a Coupon or Deal.
2. IN NO EVENT SHALL ANGI BE LIABLE TO ADVERTISER FOR LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR SPECIAL LOSSES, WHETHER BASED UPON A CLAIM FOR BREACH OF WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL OR EQUITABLE CLAIM RELATING TO THIS AGREEMENT, THE RELEVANT GOODS OR SERVICES OR PERFORMANCE HEREUNDER.
3. Advertiser understands that Angi is not providing, and will not provide, any legal or tax advice.

## **18. DISCLAIMER OF WARRANTIES**

ADVERTISER UNDERSTANDS AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH HEREIN, ANGI DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, SECURITY, AND ACCURACY.

## **19. CLAIMS**

Any claim which Advertiser has or may hereafter have which arises out of or relates to, directly or indirectly, this Agreement or Angi's performance hereunder must be made within one hundred twenty (120) days after the termination of this Agreement or within one hundred twenty (120) days after the date the first Deal is published (if applicable), whichever is latest. Any claim not so made shall be deemed waived by Advertiser.

## **20. MARKETING MATERIALS; NO ENDORSEMENT**

All marketing materials, documentation and information prepared by Advertiser relating to a Coupon or Deal must be approved by Angi prior to distribution and such approval shall not be unreasonably withheld, conditioned or delayed.

## **21. USE OF TRADEMARKS**

Advertiser hereby agrees that it shall not use, directly or indirectly, any of Angi's trademarks, trade names, images, service marks, logos or other intellectual property for any purpose without the express written consent of Angi. No license or other rights in or to any Angi intellectual property or logo are granted to Advertiser under or implied by this Agreement.

## **22. ASSIGNMENT**

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

## **23. COUNTERPARTS; FACSIMILE SIGNATURE**

This Agreement may be executed in counterparts and by facsimile signature, each of which shall be deemed an original, but both of which together shall constitute one and the same Agreement.

## **24. 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.

## 25. 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.

## **26. WAIVER**

Neither party shall be deemed to have waived any of its rights, powers nor remedies hereunder except in an express writing signed by an authorized agent or representative of the party to be charged.

## **27. ENTIRE AGREEMENT**

This Agreement, along with any addendums, schedules, or exhibits attached hereto or incorporated into by reference, constitutes the entire agreement between the parties hereto regarding the subject matter contained herein and may be amended or modified only by a writing signed by a duly authorized representative of each party and dated subsequent to the date hereof. Advertiser agrees that it enters into this Agreement based on the written terms herein and not on any verbal representations. Advertiser further agrees that historical data provided during discussions about the Advertising Program is intended to provide historical context and not to guarantee future performance.

## **28. BINDING EFFECT**

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