

ANGI SERVICE PROFESSIONAL AGREEMENT

Last Updated December 19, 2024

Welcome to Angi! We're excited to help you grow your business! When you use Angi, you enter into this legal agreement. We have made an effort to make this agreement as clear and concise as possible, but have highlighted a few of the key provisions at the forefront of the agreement.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE ARBITRATION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

FREQUENTLY ASKED QUESTIONS

Q. Do you warrant or guarantee your service?

A. No, we do not make any warranties about our services, including whether you will be successful or how many jobs you will win.

Q. How will you contact me?

A. By joining Angi, you authorize Angi and its affiliates to contact you regarding account information or marketing offers via email, fax, text, in-app notifications, instant messaging, or phone, using automated technology, even if you are on a state or federal Do-Not-Call list and even if you have previously opted out of Angi marketing.

Q. What does it mean that I need to indemnify you?

A. If someone sues us because of something you did, you're responsible for it, so please read Section VI carefully.

Q. What is arbitration, and what does it mean to waive my class action rights?

A. In the unlikely event we have a dispute we cannot resolve informally, a third-party arbitrator will help us resolve it. This means that any dispute will be resolved outside of court and you will not be able to bring a class-action lawsuit. Please read Section VII carefully for details on how it works.

Q. What is an ETF?

A. An ETF is an Early Termination Fee. If you terminate your Agreement before the end of the Agreement's term, you may be subject to an Early Termination Fee

("ETF") which covers the administrative costs of your onboarding and early termination. The existence and the terms of any ETF will be disclosed and agreed to in the Contract you sign during your onboarding with Angi.

Q. How do I cancel my membership and/or subscription?

A. You may cancel your membership and/or subscription by contacting Customer Care at (877) 947-3639.

SERVICE PROVIDER AGREEMENT

This Service Provider Agreement ("Agreement") is between you and HomeAdvisor Inc. d/b/a Angi Leads ("HomeAdvisor").

Schedule 1 to this Agreement describes the Angi Leads Subscription Product and sets forth the terms and conditions specific to that product.

This Agreement incorporates by reference any contract you signed during your onboarding with Angi in which you selected the details of your advertising relationship (e.g., your categories/tasks, geography, etc.). To the extent there is any conflict between that contract ("Contract") and this Agreement, the terms of the Contract will govern.

I. Who's Who

In this Agreement, HomeAdvisor will be referred to as "we" or "us" or "Angi" as appropriate. You, the member Service Professional, and all of your d/b/a's, affiliates, agents, employees, representatives and subcontractors as "you," "SP," "Service Professional" or "member." Other Service Professionals who may or may not have joined our network as advertisers are referred to in this Agreement as "Service Professionals," or "SPs". Unless otherwise stated, all terms and conditions set forth in this Agreement that apply generally to Service Professionals also apply to and bind you. References herein to the Angi "Website" include any and all websites or mobile applications now, or hereafter, owned or operated by Angi.

II. What We Offer All Advertisers

A. Angi puts your business on a platform which millions of homeowners per month visit to explore home improvement services. Angi connects Service Professionals who meet certain eligibility requirements determined by Angi and join the Angi network ("Advertisers") with consumers who have

expressed an interest in home improvement services (“Customers”). Advertisers choose the service categories and locations in which they wish to be presented to Customers. Angi helps make these connections in a variety of ways, including:

1. Service Professional Profiles

- a) Displaying Profiles In or Outside of the Angi Directory – Angi may display the profiles of Advertisers (or links to those profiles) in various areas on the platforms of Angi or any of its affiliates, including on the Angi Directory (see below), in locations on Angi’s platform where Customers submit service requests, or on web pages outside of the Angi platform.
- b) Enhanced Profiles – Advertisers may be provided with a public profile that can be used to market your business and gain exposure through the Angi platform. Advertisers may have the opportunity to configure and enhance their profiles with additional features beyond the options provided to Service Professionals who do not advertise with Angi.
- c) Badging and Other Enhanced Designations – From time to time, Advertisers may be provided with certain badging or designations that can be displayed on their profiles, to be determined by Angi in its sole discretion (e.g., “Angi Certified”).
- d) Advertiser Promotions – Angi may allow Advertisers to offer Customers certain promotions or discounts, unless prohibited by law, through the Angi platforms.

2. Angi Directory

- a) Presence in the Angi Directory – When Customers search in the Angi Directory, Advertisers may have the ability to create enhanced profiles that provide a variety of information to help draw Customers’ attention to the services you provide and the quality of your work. The available options for customizing an enhanced profile are subject to change but may include uploading photos and videos, embedding URLs to your

company's website, and displaying certain badges or other visual designations provided by Angi.

- b) Sorting in the Angi Directory – Being an Advertiser does not guarantee you a particular placement in the Angi Directory compared with other Service Professionals, but there are a number of factors within an Advertiser's control that contribute to the Advertiser's rank in search results. These factors may change from time to time and can be found [here](#). In an effort to continuously improve the quality of the connections between Customers and Service Professionals, 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 Customers, and how Customers get to the Angi Directory.

III. What You Agree – You agree to all the terms and conditions of this Agreement and represent, on behalf of yourself, your company (including any predecessor entities of your company), employees, subcontractors, and any individuals performing work on your behalf, at the time you become an Advertiser, and thereafter while this Agreement remains in effect, as follows:

- A. Age of Majority – You are at least 18 years old and can form legally binding contracts under applicable law.
- B. Skill Qualification – You are qualified and capable of performing the services, trade, or tasks you selected during enrollment or subsequent updates to your account, related to services provided.
- C. Licensing – For the entire period during which you are an Advertiser, you will maintain, and keep up to date, any and all national, state, and local licensing applicable to the work you agree to perform for Customers. You shall provide evidence of such licensing promptly upon request by Angi and notify Angi promptly of any change in your licensing status.
- D. Bonding and Insurance – For the entire period you are an Advertiser, you will be appropriately bonded and insured at levels required by applicable

law or applicable industry standard. You shall provide evidence of such bonding and insurance promptly upon request by Angi and notify Angi promptly of any change in your bonding or insurance status.

E. Background Check Authorization and Disclosure:

1. AUTHORIZATION: You hereby: (a) represent that you are the owner, principal, or manager of the company 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 your company is in Angi’s network, 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 and verification 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. You hereby authorize 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.

- F. Disclosure of Criminal Record – You hereby represent that you, any predecessor entities of your company, any other majority shareholders, partners or members, and your company, are free from any felony criminal convictions. If at any time during your membership with Angi you, any predecessor entities of your company, any other majority shareholders, partners or members or your company, should have a felony conviction entered against such party, you will promptly notify Angi. You further represent that you have not been sanctioned or penalized by any governmental authorities in connection with your provision of services to

any of your customers, and that you have not been denied membership to (or had your membership revoked from) any professional industry associations. You authorize Angi to verify that all of the above representations are truthful and accurate at any time while this Agreement remains in effect.

- G. No Illegal Acts – You will not engage in any illegal acts or acts of wrongdoing, dishonesty or unethical business practices with Angi, any customer or other third party, including, but not limited to, disclosing any user personal information to any third party and in communicating with any Lead. You represent and warrant that you will comply with all applicable Federal, State, Provincial, local and other laws and regulations, including but not limited to the requirements of the Federal Trade Commission Act (“FTC Act”), the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (“CAN-SPAM”), the Telephone Consumer Protection Act of 1991, its implementing regulations, amendments, and any interpretive orders (collectively, “TCPA”), the Telemarketing Sales Rule (“TSR”), and/or state calling statutes and regulations (“Do-Not-Call laws”), with respect to any Lead(s). You also represent that you will adhere to any contact permission identifier(s) for any Lead(s) provided to you by Angi Leads. You are solely responsible for any communications that exceed the scope of the permission listed in the contact permission identifier(s) for any Lead(s) and for contacting any Lead(s) for which no contact permission identifier is provided, and you shall defend and indemnify Angi Leads for any third-party claims resulting from such contacts.

- H. No Impairment – You represent and warrant that neither you, your employees nor your subcontractors will be impaired by any drugs, alcohol or other controlled substances while performing any services for a Homeowner pursuant to this Agreement.

- I. Trademarks, Content, Licensing, and Display of Profile Information
 - 1. You expressly authorize Angi to share your personal information (including without limitation the company’s name, address, licensing status, screening information, Customer reviews and rating, names and contact information of individuals affiliated with the company, and details regarding your advertising relationship with Angi with

Angi's affiliates, including, without limitation, Angie's List, Handy and IAC Inc.

2. Even after your advertising relationship with Angi has ended, you grant Angi a perpetual, irrevocable, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to display and maintain this information on its platforms on various advertising channels, as long as Angi makes clear that that you are no longer part of the Angi network.
3. If you provide written comments or testimonials about our service or activities, you agree that we shall have sole ownership of any and all intellectual property rights in such comments or testimonials, and that we may post and publish your comments or portions thereof at our sole discretion on our platform or in marketing materials including your name and company or agency, and that you shall not be entitled to any payments associated with our use of the foregoing.
4. You hereby authorize us to use your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names and logos, content including photographs, in the form or format that you supply to us or that you upload to our platform, for use and posting on our platform and for use in marketing materials to be presented to Customers or prospective advertisers in online postings, via emails or otherwise to help promote you or your services, and that you shall not be entitled to any payments associated with our use of the foregoing.
5. If there are any limitations or restrictions pertaining to the use or presentation of such logos, trade or service marks, it shall be your responsibility to provide us in writing with any such restrictions or limitations of use.
6. Angi reserves the right, in its sole discretion, to review, reject and remove any content that you upload to the Angi platform or your company profile ("Content"). By posting or providing any Content on the Angi platform, including but not limited to photographs, you represent and warrant to Angi that you own or have all necessary rights to use the Content, and grant to Angi the rights granted below. The foregoing representation includes, but is not limited to a

representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.

7. You hereby grant Angi and its users a perpetual, irrevocable, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, edit, abridge, crop, create derivative works, perform, distribute, and place advertising near and adjacent to your Content on the Angi platform, and on any other platforms owned or operated by Angi. Nothing in this Agreement shall restrict other legal rights Angi may have to the Content, for example under other licenses.
8. You further authorize us and our affiliates, licensees, sublicensees, and users, without compensation to you or others, to reproduce, print, publish and disseminate in any format or media (whether now known or hereafter created) the Content, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason. In the event your Angi account is terminated, or if you remove any Content from your Angi account, Angi and its users may retain your Content and may continue to use any of your Content (pursuant to the license granted above). You acknowledge and agree that any Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
9. You acknowledge and agree that all of the content and information posted on the Angi platform, including but not limited to Service Professional profiles, screening information, and Customer Ratings & Reviews (excluding any logos or trademarked materials, or other intellectual property of Service Professionals provided by Service Professionals), is the sole and exclusive property of Angi. You acknowledge and agree that you have no right to reproduce, post,

publish, display or otherwise use any Customer Ratings & Reviews (including those relating to you and your business), or any other content posted on the Angi Website, other than content provided directly by you. You represent and warrant that all of the information you provide to Angi, including any and all information you include on your profile page, is true and accurate. You acknowledge and agree that Angi has the right, in its sole discretion, to contact Customers about services you provide to gain their feedback and rating of you, and to display such Customer Ratings and Reviews on our platform. Angi is not responsible or liable to you for any comments, ratings or communications of any kind from Customers that we choose to post on our platform.

- J. Homeowner Complaints – You agree to cooperate with us if we attempt to facilitate the resolution of any complaints between you and the homeowners with whom you have been connected via Angi; however we are not liable to you or any Customer if such matters cannot be resolved. We reserve the right to charge you for any amounts paid to a homeowner by Angi in connection with a dispute between you and a Customer, or based upon your performance of or failure to perform services for a Customer, and you agree to reimburse us for any such payments and for any costs, expenses or attorneys' fees incurred by Angi in connection with the dispute. You agree that we shall have the right to disclose any information we have regarding you and your company to any authorities requesting information from us regarding any work or services you have performed.
- K. No Passing Lead Fees to Customer – You agree not to pass any Lead Fees to a Customer.
- L. No Selling Homeowner Information – YOU ACKNOWLEDGE AND AGREE THAT TO KNOWINGLY SHARE, DISTRIBUTE, TRANSFER, OR SELL AN ANGI SERVICE REQUEST, OR LEAD (OR THE INFORMATION CONTAINED THEREIN) OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IS A VERY SERIOUS BREACH OF CONTRACT AND FRAUDULENT MATTER THAT COULD RESULT IN INVASION OF PRIVACY RIGHTS OR OTHERS, SIGNIFICANT COSTS AND DAMAGES TO OTHERS AND TO ANGI AND OTHER SERVICE PROFESSIONAL MEMBERS. RESPONDING TO SUCH A VIOLATION WOULD ALSO RESULT IN THE LOSS OF TIME AND EFFORT ON THE PART OF ANGI. THERE ALSO MAY BE STATUTORY AND REGULATORY FINES AND

PENALTIES IMPOSED FOR CONTACTING CUSTOMERS AND BUSINESSES IN A MANNER NOT IN ACCORDANCE WITH THE APPLICABLE LAWS AND REGULATIONS INCLUDING BUT NOT LIMITED TO FEDERAL STATE AND PROVINCIAL DO-NOT-CALL LAWS, THE TCPA, TELEMARKETING REGULATIONS AND FEDERAL STATE AND PROVINCIAL ANTI-SPAM REGULATIONS. ACCORDINGLY, IF YOU KNOWINGLY SHARE, DISTRIBUTE, TRANSFER, OR SELL A SERVICE REQUEST, OR LEAD (OR THE INFORMATION CONTAINED THEREIN) OR OTHERWISE COMMUNICATE WITH A CUSTOMER OR LEAD OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO ANGI, AS SET FORTH IN SECTION VI BELOW, FOR ALL THE DAMAGES, WHETHER DIRECT OR INDIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES OR ATTORNEYS' FEES THAT MAY ARISE FROM SUCH ACTIVITIES.

- M. Use of Subcontractors – You agree to allow only employees of your company or independent contractors performing services directly on behalf of your business to contact or provide any service to Customers you learn of via a connection you received from Angi. To the extent you use any such subcontractors, you shall be responsible and liable for all acts and omissions of such subcontractors and for ensuring that such subcontractors comply with all the provisions of this Agreement.
- N. Honoring Promotions – In the event you participate in any promotion whereby Angi promotes an offer or discount related to your services, whether on the Angi platform, via direct mail, or otherwise, you agree to abide by the terms of such offer or discount.
- O. Consent for Contact
 - 1. **By enrolling in the Angi network or otherwise becoming a member of Angi, and/or by inquiring about membership in the Angi network or other Angi products or services, you are requesting, and you expressly consent to being contacted by us and by our agents and representatives via phone (e.g. calls, text messages), fax, email, mail or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable “Do Not Call” list, and even if you have previously opted- out from**

receiving marketing emails, phone calls, or text messages from Angi, in order that we may provide the services set forth on our site, to service your account, to reasonably address matters pertaining to your account, your inquiry, or for other purposes reasonably related to our business, including marketing related communications. You agree and acknowledge that Angi and its affiliates may use automated phone technology (including autodialed and/or artificial or prerecorded messages) to provide you with communications concerning your account or use of the Services, Leads and related information, updates concerning new and existing features on the Angi website, communications concerning promotions run by us, and news concerning Angi and industry developments, and that your consent is not required to purchase products or services. You represent that you are the current subscriber and/or owner of any telephone number that you provide to us and/or list in the Angi Directory. You represent that you have received, and are authorized to convey to us, the consent of any other authorized users on your account to be contacted by us as described in this Section. You also represent that any phone number you provide to us and/or list in the Angi Directory is a business phone number used for business purposes and shall not be treated or classified as a residential phone number for purposes of any federal, state, or provincial calling laws or regulations, including but not limited to the National and any state Do Not Call (“DNC”) registry. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect by updating the contact information in your account. You agree that all consents provided in this Section will survive cancellation of your account, except if you opt-out.

2. You agree that Angi may send you one-time and recurring text messages with instructions on setting up your account, providing notifications regarding account activity, lead information, and special offers. For questions, Text HELP for more help, and Text STOP to opt out of messages. Message and data rates may apply, and message frequency may vary. Carriers are not liable for delayed or undelivered messages, and supporting carriers include AT&T, Sprint, Verizon, T-Mobile &

Metro-PCS. You may opt-out of receiving automated calls and/or text (SMS) messages from Angi (including informational or transactional calls/texts) by replying with the word “STOP” to a text message from us; however you acknowledge that opting out of receiving automated calls/texts may impact your use of the Services. When opting out of text messages, you agree to accept a final message confirming your opt-out; this message may also seek clarification as to the scope of your opt-out. It is your sole responsibility to notify us if you no longer want to receive automated calls and/or texts. Please allow up to ten (10) business days (unless otherwise required by applicable law) to process any opt-out request. Please note that even if you opt out of automated calls and/or texts, we reserve the right to make non-automated calls and/or texts to you. You agree to indemnify us, our agents, affiliates, and independent contractors for any privacy, tort or other claims, including claims under the federal Telephone Consumer Protection Act (“TCPA”) or any state law equivalents, relating to your unauthorized provision of a telephone number and/or your failure to notify us of any changes in your contact information, including telephone number. You agree to indemnify, defend and hold us harmless from and against any and all such claims, losses, liability, costs and expenses (including reasonable attorneys’ fees). We shall have the exclusive right to choose counsel, at your expense, to defend any such claims. Your indemnity obligations under this Section will survive expiration or termination of this Agreement.

3. 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.

- P. Angi Financing Inquiries – You represent and warrant that to the extent that a Customer is interested in any financing options through Angi or its financing partners, you will direct them to Angi, and you will not attempt to apply for any financing on the Customer’s behalf through Angi or its financing partners, or make any representations to the Customer regarding financing options or the likelihood of a Customer being approved for financing through Angi or its financing partners.
- Q. Account Disputes – Any disputes about charges to your account must be submitted to Angi in writing within 30 days of the date such charges are incurred. You agree to waive all disputes not made within the 30 day period, and all such charges will be final and not subject to challenge.
- R. Current Contact and Billing Information – You acknowledge that it is your responsibility to ensure that the communication methods that you have selected in your Angi profile, and all contact and billing information, are kept up- to-date and accurate. Angi is not responsible, or liable, for undelivered Customer notifications. You agree to promptly notify Angi if your payment method is canceled (including if you lose your card or it is stolen), or if you become aware of a potential breach of security (such as an unauthorized disclosure or use of your payment method). In addition, you authorize us to obtain updated or replacement expiration dates and card numbers for your credit or debit card as provided by your credit or debit card issuer.
- S. No Scraping – You agree not to copy/collect Angi content via robots, spiders, scripts, scrapers, crawlers, or any automated or manual equivalent (e.g., by hand).

IV. AUTOMATIC RENEWAL OF SUBSCRIPTION

- A. After your initial subscription term, and again after any subsequent subscription term, your subscription will automatically continue for either an additional equivalent term or a different term communicated to you at the time of subscription purchase (each a “Renewal Term”), at the renewal price communicated to you at the time you purchased your initial subscription (“Renewal Price”), unless Angi provides you with at least thirty (30) days advance notice of a change in your Renewal Price. You agree that your account will be subject to this automatic renewal feature.**

- B. If you want to change or terminate your subscription, you may do so by contacting Angi Customer Care at (877) 947-3639, although you may be subject to an Early Termination Fee. If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires, and you won't be eligible for any refund of any portion of the subscription fee paid for the then-current subscription term.**
- C. By subscribing, you authorize Angi to charge your provided payment method for your subscription term and for any renewal terms. You also authorize Angi to charge you for any sales taxes or similar taxes that may be imposed on your fees due to Angi. Upon the renewal of your subscription, if Angi does not receive payment from your payment method or payment method provider, (i) you agree to pay all amounts due on your account upon demand, and/or (ii) you agree that Angi may either terminate or suspend your subscription and continue to attempt to charge your payment method until payment is received.**
- D. Free Trials and Other Promotions. Any free trial or other promotion that provides a subscription to the Angi services automatically renews in the same manner as set forth above under the section titled "Automatic Renewal", provided, however, that the Renewal Price for any Renewal Terms will be higher than during the free trial or promotion initial term. You must cancel your subscription before the end of the trial period in order to avoid being charged the Renewal Price.**
- E. Discounts. When you purchase certain products, you may be eligible for certain discounts, as set forth on the then-current pricing plan, provided, however, that cancellation of a product/service for which you have received a discount, may result in the discount being rescinded retroactively for the remaining products/services, and an immediate additional payment to be charged to your method of payment.**
- F. Annual Fees. This Section IV also applies to the automatic renewal of any Annual Membership Fee, where applicable.**

V. Confidentiality – You agree that Angi’s pricing, Customer information, and other non-public information, (collectively, the “Confidential Information”), shall be held in strict confidence, for the mutual benefit of you and Angi, and that, except as necessary in the sale of the goods or performance of the services, you shall not disclose any Confidential Information without the prior written consent of Angi. You are strictly prohibited from selling, sharing, or transferring any of Angi’s Confidential Information, including, in particular, member or Customer lists. Notwithstanding the foregoing, you 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.

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

A. Indemnification – You shall fully protect, indemnify and defend Angi and all of its managers, officers, directors, shareholders, parents and subsidiaries, suppliers, partners, employees, agents, affiliates, and each of their successors and assignees (“Indemnified Parties”) and hold each of them harmless from and against any and all third-party claims (whether actual or threatened), demands, lawsuits, proceedings, liens, damages, causes of action, judgments, settlements, awards, penalties, fines, costs, expenses, liabilities of any and every nature whatsoever, including but not limited to personal injury, intellectual property infringement, fraud, deceptive advertising, telemarketing, and violation of any state, provincial or federal laws or regulations, property damage, attorneys’ fees and court costs, arising in any manner, directly or indirectly, out of or in connection with or in the course of or incidental to (i) any of your work for or dealings with any Customers, (ii) your advertising, (iii) your use of or communications with Leads, including but not limited to any communications that exceed the scope of Angi’s contact permission identifier(s) or for which no contact permission identifier has been provided, and any communications in violation of the TCPA, the TSR, or any equivalent federal, state, or provincial laws, statutes, or regulations, or (iv) your services, representations, or obligations (including but not limited to your obligation to maintain the confidentiality of user personal information) set forth in this Agreement, including any extra work you perform for a Customer for which Angi has not matched you, and in connection with your use of the Angi Seal of Approval, REGARDLESS OF CAUSE OR OF ANY FAULT OR NEGLIGENCE OF ANGI OR THE INDEMNIFIED PARTIES AND WITHOUT REGARD TO CAUSE OR TO ANY CONCURRENT OR CONTRIBUTING FAULT, STRING LIABILITY OR NEGLIGENCE, WHETHER SOLE, JOINT OR

CONCURRENT, ACTIVE OR PASSIVE BY ANGI OR THE INDEMNIFIED PARTIES.

- B. Limitation of Liability – IN NO EVENT ARE WE LIABLE TO YOU 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. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF ANGI TO YOU EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY YOU TO ANGI DURING THE PRECEDING 12 MONTHS, REGARDLESS OF THE BASIS OR FORM OF CLAIM.
- C. Disclaimer of Warranties – YOU UNDERSTAND AND AGREE 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, TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- D. Limitations Period for Claims – Any claim which you have 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. Any claim not so made shall be deemed waived by you.

VII. AGREEMENT TO ARBITRATE ALL DISPUTES AND GOVERNING LAW

- A. 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:
Attn: Legal Department, 130 E. Washington St., Indianapolis, IN 46204.

- B. 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 JAMS ADR Rules (the “JAMS Rules”) of JAMS, which are available at the JAMS website (www.jamsadr.com). Your arbitration fees and your share of arbitrator compensation will be governed by the JAMS Rules (and, where appropriate, limited by the JAMS 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 (d) below.
- C. 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.
- D. WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION** – To the 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 JAMS Rules, the interpretation, applicability, enforceability or

formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

- E. 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.**
- F. 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.**

VIII. Additional Terms

- A. No Guarantees; Competition; Your Contracts with Consumers; and Filtering**
- 1. No Guarantees – We do not make any guarantees, representations or warranties regarding the source, accuracy, validity, or quality of any Customer information provided to you, a Customer's level of interest, their desire to have work completed, their ability to pay you, the accuracy of the information provided to Angi, that any Customers will hire you to perform services, or that you will successfully contact each Customer. Nor do we guarantee to provide you any specific number of connections with Leads.**

2. Competition – Although we limit the number of Service Professionals that are presented to a Customer, you may be competing against other Angi Service Professionals, or its affiliates and its affiliates' service professionals, including Angi Services (our pre priced job platform), for a job. Angi is free to contract with other Service Professionals as this is not an exclusive contract.
 3. Contracts with Customers – We are not involved in, nor do we have any responsibility for your contracts with Customers or any payments to you or any disputes they may have with you or you may have with them.
 4. Request Filtering – Although Angi runs Customer request information through proprietary filtering processes to try to filter out potentially faulty requests, Angi cannot and does not review each request individually, and therefore does not guarantee the source, accuracy, validity, or quality of Customer information. We may also send your contact information to the Homeowner. The information we provide about you will be based on the information you submit during your onboarding (which you may amend from time to time) and Customer Ratings & Reviews, and may be amended by Angi from time to time.
- B. Modifications to Agreement or Fees – This Agreement, and the Angi fees, including lead prices if you subscribe to the Angi Leads pay-per-lead product, may be changed from time to time. By continuing to use any Angi services you agree to be bound by any such non-material changes. Material changes to this Agreement will be posted on the Angi website at <https://legal.angi.com/#sppterm> and periodically communicated to you by email, text, the Angi Pro app or other reasonable means. By continuing to use any Angi services after receiving any such notice of changes from Angi, you are agreeing to all such changes.
- C. Termination of Agreement
1. You may terminate this Agreement upon our receipt of your notice during normal business hours (such termination to be effective upon the close of business on the day properly delivered and received), but you shall be obligated to pay for any leads or services delivered to you prior to us receiving your termination during normal business

hours. You may be responsible for early termination fees if set forth in your Contract.

2. Angi, in its sole discretion, reserves the right to suspend your rights under this Agreement or terminate this Agreement and your membership in the Angi network immediately at any time for any reason or no reason at all.
3. If this Agreement is terminated or expires, your agreements and obligations under this Agreement shall continue; and any Customer connections provided to you during the term of this Agreement and relationships you enter into or create from those connections will continue to be governed by this Agreement including but not limited to any disputes that may arise or claims that may be made against us and any indemnification of us by you for such claims. Further, in the event this Agreement is terminated or expires, (i) all licenses granted to you under this Agreement shall immediately terminate, and you shall have no further right to access, use or display any Angi content, including any Angi provided badging. Upon any termination of this Agreement, you will no longer have access to your Angi account.
4. If it is determined or suspected by Angi in its sole discretion that you are misusing or attempting to misuse or circumvent the Angi services or system or any Customer data, or are using or attempting to use it for any inappropriate, illegal, harmful, or anti-competitive, purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, or any activities inconsistent with the services proposed to be offered by Angi, in addition to our right to immediately terminate this Agreement, Angi reserves the right, in its sole discretion, to instigate, without notice, appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.
5. In the event of termination of this Agreement, except as set forth herein, you shall not be entitled to any refund of any fees paid to us, including any prepayments.

- D. 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 Fee), Advertiser shall pay any fees Angi incurs in its collection efforts (including any third-party collection and legal fees).
- E. Enforcement of Agreement – You will be liable for any attorneys’ fees and costs if we have to take any legal action (including the retention of a lawyer) to enforce this Agreement. The laws of the State of Indiana (excluding the laws and principles with respect to conflicts of law) govern this Agreement. You hereby consent and agree that the state or federal courts in Indianapolis, Indiana are the exclusive forum for litigation of any claim by you arising under this Agreement or your use of the Angi platform and/or Services, and you submit to sole and exclusive jurisdiction in the state of Indiana, and hereby irrevocably waive and relinquish any right to bring, or cause to be brought, any such action, or to have any such action brought, in any judicial or administrative forum outside of such forum.
- F. Independent Contractor – You understand and agree that you are an independent contractor member of the Angi network, and are not an Angi employee, joint venturer, partner, or agent. You acknowledge that you set or confirm your own prices, provide your own equipment, and determine your own work schedule. Angi does not control, and has no right to control, the services you provide (including how you provide such services) if you are engaged by a Customer, except as specifically noted herein.
- G. Angi Intellectual Property – You agree that you 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 you under or implied by this Agreement. If expressly authorized by us in writing in advance, you may be authorized during the term of this Agreement to use certain marks of Angi as necessary to promote your business. You are expressly prohibited from registering any trademarks or domain names of Angi.
- H. Transfer of Rights and Obligations – You may not assign or otherwise transfer this Agreement or any of your rights and/or obligations relating to this Agreement or without the prior written consent of Angi.

- I. Severability – If any provision of this Agreement is held by any court or other authority of competent jurisdiction to be invalid, illegal or in conflict with any applicable state or federal law or regulation, such law or regulation shall control, to the extent of such conflict, without affecting the remainder of this Agreement.
- J. Storage of Information – Angi and its affiliates may view, store, access and disclose messages exchanged between you and Customers transmitted via Angi messaging platforms or Angi’s platform.
- K. Tracking Numbers – Angi may also use masked tracking phone numbers, email addresses, or other methods of contact tracking.
- L. Privacy Policy – Angi has the right to use all information related to You in accordance with its Privacy Policy, which can be found at <https://legal.angi.com/#privacy-policy>.

**SCHEDULE 1 TO ANGI SERVICE PROVIDER AGREEMENT: ANGI LEADS
SUBSCRIPTION PRODUCT**

- I. Description of Angi Leads Subscription Product
 - A. Eligibility and Subscription Fee – By meeting certain eligibility requirements required by Angi, which may be modified from time to time and found [here](#) and by paying a fee to Angi (“Subscription Fee”), you become an Advertiser and authorize Angi to offer, publish, and distribute to Customers on its platform or the platforms of its affiliates a description of the services and/or products offered by Advertisers in particular home services categories and geographic regions.
 - B. Designation of Advertisers – 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.).
- II. Advertisers shall receive:

- A. Enhanced Profiles.
- B. Placement in an Angi Directory.
- C. 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 Customers submit service requests, on “leaf pages” outside of the Angi platform, etc.).
- D. Leads – Angi Leads receives requests from homeowners, consumers, property managers, individuals and other persons (“Customers”) expressing interest in certain services relating to home improvement, repair, maintenance and other types of tasks and projects (“Service Requests”). These Service Requests from Customers may be submitted directly or indirectly to Angi by Customers via angi.com, homeadvisor.com, telephone calls, third-party websites or other means. In turn, Angi may send you a communication about a Customer’s Service Request that contains information about what service has been requested and the Customer’s contact information and/or may send a Customer your contact information for the Customer to decide whether to reach out to you (a “Lead”).
 - 1. During the sales onboarding process, Advertisers may receive guidance about the number of Leads they may receive during their advertising relationship with Angi (“Guidance”). Guidance is an estimate only and is not guaranteed. Guidance 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. Lead volume can be impacted by factors outside of Angi’s, or even the Advertisers’, control, including without limitation, seasonality and home improvement market trends.
 - 2. Advertiser expressly agrees that its failure to receive the number of Leads 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 receive the number of Leads 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 any early termination fee.

III. Other Key Provisions of Angi Leads Subscription Product

- A. Not Guaranteed Jobs – Angi does not provide or guarantee jobs, and frequently a Lead is sent to several other Advertisers, including to Service Professionals that use Angi Services (our pre priced job platform).
- B. Description of Lead Types – A full description of lead types may be found [here](#). For Leads, we will provide a means of communication between you and the Customer (i.e., in some cases we will provide a means for the Customer to reach out to you rather than for you to reach out to the Customer).
- C. Where possible, we will identify the level of contact permission provided by each Lead when we provide the Lead and/or in your Lead feed (“contact permission identifier”). We make no representation or warranty that the Lead may be contacted other than as provided in the contact permission identifier, and you shall be solely responsible for any communications with the Lead that exceed those provided in the contact permission identifier. We do not guarantee contact permission identifiers will be provided for all Leads. If a Lead does not have a contact permission identifier, it shall be treated as suitable for manually-dialed non-automated calls only (“Manual Dial Leads”).
- D. Controlling Your Lead Flow – In order to maximize your Angi Leads Subscription Product, we strongly recommend that you do not turn off your Leads, as doing so means you may not receive the total amount of Leads available to you in a given billing period.
- E. Other Lead Opportunities - You may receive the ability to purchase additional Leads above and beyond your subscription value, and any such purchases and Leads are subject to these Terms and Conditions.

IV. Term, Fees, and Termination

- A. Initial Term – The initial term of this Agreement shall be as set forth in the Advertiser’s Contract (“Initial Term”).
- B. Renewal Terms and Pricing – Beginning on the anniversary of the Effective Date, the Agreement shall continually and automatically renew for

additional one (1) year terms ("Renewal Terms"), unless otherwise agreed upon by Advertiser and Angi in Advertiser's Contract. Advertiser also agrees that, at the beginning of a Renewal Term, Angi may increase the Advertising Fee up to 15% more than the price Advertiser paid during the previous term for the subscription. 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.

- C. Early Termination Fees – If Advertiser terminates this Agreement before the end of the Agreement's term, Advertiser may be subject to an Early Termination Fee ("ETF") which covers the administrative costs of your onboarding and early termination. The existence and the terms of any ETF will be disclosed and agreed to in the Advertiser's Contract.