

ANGI PRO AGREEMENT

Last Updated September 4, 2025

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 how many leads you will receive or how many jobs you will win.

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. Will I have to pay for the lead if I do not win the job?

A. Yes. You will pay for the leads you receive, even if you do not win the job. Leads are not guaranteed jobs. We have competition limits on our service requests, but we may send a lead to multiple pros, based on the homeowner's choice. A customer may also choose not to hire you for a job.

Q. What is an ETF?

A. An ETF is an Early Termination Fee, which, if applicable, will be set forth in the Contract you sign during your onboarding with Angi ("Contract"). If you terminate your Agreement before the end of the Agreement's term and your Agreement includes an ETF, you will be subject to an ETF, which covers the administrative costs of your onboarding and early termination. The terms of any ETF are provided and agreed to in the Contract.

Q. How do I cancel my account?

A. You may cancel your account by contacting Customer Care at (877) 947-3639, and, where applicable, paying the ETF.

PRO AGREEMENT

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

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, Inc. dba Angi Pro will be referred to as "we" or "us" or "Angi" as appropriate. You, as a

pro who has joined the Angi network, and all of your d/b/a's, affiliates, agents, employees, representatives and subcontractors as "you," or "Approved Pro." Other pros who may or may not have joined our network as Approved Pros are referred to in this Agreement as "non-approved pros." Together, Approved Pros and non-approved pros are referred to as "Pros." Unless otherwise stated, all terms and conditions set forth in this Agreement that apply generally to non-approved pros 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 Approved Pros

A. Angi puts your business on a platform which millions of homeowners per month visit to explore home improvement services. Angi connects contractors who meet certain eligibility requirements determined by Angi and join the Angi network ("Approved Pros") with consumers who have expressed an interest in home improvement services ("Homeowners"). Approved Pros choose the service categories and locations in which they wish to be presented to Homeowners. Angi helps make these connections in a variety of ways, including:

1. Leads. Angi receives requests from Homeowners expressing interest in certain services relating to home improvement, repair, maintenance and other types of tasks and projects ("Service Requests"). These Service Requests from Homeowners may be submitted directly or indirectly to Angi by Homeowners via the Angi App, angi.com, homeadvisor.com, telephone calls, third-party websites or other means. In turn, Angi may send you a communication about a Homeowner's Service Request that contains information about what service has been requested and the Homeowner's contact information, may send a Homeowner your contact information for the Homeowner to decide whether to reach out to you, and/or may facilitate a communication between you and the Homeowner (a "Lead").

i. Leads are not guaranteed jobs – Angi does not provide or guarantee jobs, and frequently a Lead is sent to several other Approved Pros, including to contractors that use Angi Services (our pre priced job platform).

ii. 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 Homeowner (i.e., in some cases we will provide a means for the Homeowner to reach out to you rather than for you to reach out to the Homeowner).

iii. Controlling Your Lead Flow – If you turn off your Leads, you may not receive the total amount of Leads available to you in a given billing period. For Approved Pros with a Subscription, you may not achieve your monthly value if you turn off your Leads.

iv. You may receive the ability to purchase Leads on pay-per-Lead basis or as part of a package, and any such purchases and Leads are subject to these Terms and Conditions.

v. During the sales and onboarding processes, Approved Pros 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 Approved Pros actively build and maintain their reputations. Lead volume can be impacted by factors outside of Angi's, or even the Approved Pros', control, including without limitation, seasonality and home improvement market trends.

- vi. You expressly agree that a 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, you expressly agree that a failure to receive the number of Leads suggested by the given Guidance shall not provide an exemption for payment of any fees or, in the event you terminate the Agreement, exemption for payment of any early termination fee.

2. Profiles

- i. Displaying Profiles In or Outside of the Angi Directory – Angi may display the profiles of Approved Pros (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 Homeowners submit service requests, or on web pages outside of the Angi platform.
- ii. Enhanced Profiles – Approved Pros may be provided with a public profile that can be used to market your business and gain exposure through the Angi platform. Approved Pros may have the opportunity to configure and enhance their profiles with additional features beyond the options provided to non-Angi-approved pros who do not advertise with Angi.
- iii. Badging and Other Enhanced Designations – From time to time, Approved Pros 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 Approved,” “Approved Business,” etc.).

3. Angi Directory

- i. Presence in the Angi Directory – You may receive a profile page on our sites that will provide information to prospective Homeowners about the services you provide and the quality of your work.
- ii. Sorting in the Angi Directory – Approved Pros will sort above non-approved pros in the Angi Directory, subject to limited circumstances (e.g., Angi may alternate versions of the Directory or change the way the Directory appears, offer limited-time promotions to non-approved Pros, or make other limited changes that may occasionally and temporarily change this for a small percentage of Approved Pros).
- iii. Directory Search – In an effort to continuously improve the quality of the connections between Homeowners and Pros, 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 Homeowners, and how Homeowners get to the Angi Directory.

- 4. Payment. Approved Pros will pay for Leads as part of a subscription, per Lead, or as part of a bundle of Leads. You authorize Angi to charge you for any Sales Taxes or similar taxes that may be imposed on your fees owed to Angi. All amounts payable under your Contract are exclusive of any applicable sales, use, value-added, or similar taxes (collectively, “Sales Taxes”). Approved

Pros shall be responsible for, and shall pay or reimburse Angi for, all Sales Taxes imposed in connection with the transactions contemplated under this Agreement.

i. Subscription. Approved Pros may make an automatically renewing, fixed term commitment ("Subscription"), in which they pre-pay for Leads ("Subscription Fee") and by doing so earn a discount on their Leads. The length of the term will be set forth in the Approved Pro's Contract.

1. Angi may increase the Subscription Fee up to ten percent (10%) more than the price you paid during the previous term for the Subscription. You may prevent the Agreement from automatically renewing by providing notice to Angi before the beginning of a new renewal term.

2. If the Approved Pro terminates their Subscription before the end of the term set forth in the Contract, the Approved Pro may be subject to an Early Termination Fee ("ETF") which covers the administrative costs of onboarding and early termination. The existence and the terms of any ETF will be disclosed and agreed to in the Approved Pro's Contract.

ii. Pay-Per-Lead. An Approved Pro will pay on a per-Lead basis.

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 Approved Pro, 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, and will provide proof of such upon demand in the form of licenses, certifications, identification documents, or be willing to take and pass skill tests.

C. Licensing – For the entire period during which you are an Approved Pro, 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 Homeowners. You shall provide evidence of such licensing promptly upon request by Angi, be willing to take skill tests as required by Angi, and will notify Angi promptly of any change in your licensing status.

D. Bonding and Insurance – For the entire period you are an Approved Pro, 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 any background and identity 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 of 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 Homeowner. 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 engaging with any Homeowners.

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, Homeowner 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, Instapro, and Handy.
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 Homeowners or prospective pros 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 profiles, screening information, and customer ratings and reviews (excluding any of your logos or trademarked materials, or other intellectual property owned and provided by you), 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 and reviews (including those relating to you and your business) that were originally published on the Angi platform, 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 Homeowners 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 Homeowners 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 Homeowner 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 Homeowner, or based upon your performance of or failure to perform services for a Homeowner, 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 Homeowner – You agree not to ask a Homeowner to pay for any of your Lead fees.

L. No Selling Homeowner Information – YOU ACKNOWLEDGE AND AGREE THAT TO KNOWINGLY SHARE, DISTRIBUTE, TRANSFER, OR SELL AN ANGI 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 PROS. 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 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 Homeowners 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. Consent for Contact

1. By becoming an Approved Pro on Angi, and/or by inquiring about participation 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 expressly opt-out by contacting Angi post account cancellation.

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 Homeowners 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.

- O. Angi Financing Inquiries – You represent and warrant that to the extent that a Homeowner 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 Homeowner's behalf through Angi or its financing partners, or make any representations to the Homeowner regarding financing options or the likelihood of a Homeowner being approved for financing through Angi or its financing partners.
- P. 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.
- Q. 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 Homeowner 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.
- R. 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 notice of a change in your Renewal Price, you have changed elements of your contract that would impact the Renewal Price, or you notified Angi prior to the renewal date that you do not wish to renew. 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 set forth in your Contract. 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, Homeowner 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 Homeowner 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 Homeowners, (ii) your advertising, (iii) your use of or communications with Leads 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 Homeowner even if Angi has not matched you for such services, 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 PRECEEDING 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, or if the claim relates to a charge, one hundred twenty (120) days after you are billed for such charge. 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, 3815 River Crossing Pkwy, Suite 360, Indianapolis, IN 46240.
- 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 Homeowner information provided to you, a Homeowner'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 Homeowners will hire you to perform services, or that you will successfully contact each Homeowner. Nor do we guarantee to provide you any specific number of connections with Homeowners.
2. Competition – Although we limit the number of Pros that are presented to a Homeowner, you may be competing against other Angi Approved Pros or non-approved pros, or Angi affiliates and its affiliates' pros, including Angi Services (our pre priced job platform), for a job. Angi is free to contract with other Pros as this is not an exclusive contract.
3. Contracts with Homeowners – We are not involved in, nor do we have any responsibility for your contracts with Homeowners 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 Homeowner 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 Homeowner 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 and reviews, and may be amended by Angi from time to time.

B. Modifications to Agreement or Fees – From time to time, we may update this Agreement or any fees with prior notice to you via email, text, the Angi for Pros app, or other reasonable means. Updated versions of the Agreement will be posted on the Angi website or elsewhere upon notification to you. By continuing to use any Angi services after receiving any such notice, you are agreeing to the updated Agreement.

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 an Early Termination Fee 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 participation in the Angi network immediately at any time for any reason or no reason at all.
3. Upon termination or expiration of this Agreement, all rights and obligations of the parties shall cease, except for those rights and obligations that by their nature or express terms are intended to survive termination or expiration, including but not limited to confidentiality obligations, payment obligations accrued prior to termination, limitation of liability, indemnification, and any provisions expressly stated to survive. These surviving obligations shall remain in full force and effect in accordance with their terms. Additionally, any Homeowner 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. Upon termination or expiration, (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 Homeowner 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, 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 an Approved Pro fails to make any payments under this Agreement (including any Early Termination Fee), Approved Pro 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 on 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 Homeowner, 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 – Because this is an agreement between you and Angi for Angi to provide advertising to you, 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 Homeowners transmitted via Angi messaging platforms or Angi's platform.
- K. Tracking Numbers – Angi may also use and require the use of 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>.