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You understand that the content in each report or record on Inspector Villa has significant value to Inspector Villa and that the damage caused to Inspector Villa for any violation of these Terms of Use pertaining to a report or record will be difficult to accurately estimate. Thus, you shall be liable to pay us the following amounts as liquidated damages, and you agree that the liquidated damages are a reasonable estimate of Inspector Villa's damages for the specified breaches of these Terms of Use:

If you post Content in violation of these Terms of Use, you agree to promptly pay Inspector Villa One Thousand Dollars (\$1,000) for each item of Content posted in violation of these Terms of Use. We may (but shall not be required to) to issue you a warning before assessing damages.

If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of these Terms of Use, you agree to pay One Hundred Dollars (\$100) for each record or report that you displayed, copied, duplicated, reproduced, sold, re-sold or exploited for any purpose.

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

Except as set forth in the foregoing subparagraphs (a) through (c), inclusive, you agree to pay the actual damages suffered by Inspector Villa, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of these Terms of Use, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in these Terms of Use, or any combination thereof.

20. ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to these Terms including, without limitation, the Privacy Policy, constitutes the entire agreement between you and Inspector Villa. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Inspector Villa regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third-party agreements do not interfere with your obligations and duties to Inspector Villa under these Terms of Use.

21. MUTUAL ARBITRATION AGREEMENT

1. Informal Negotiations. To expedite resolution and reduce the cost of any dispute, controversy or claim, past, present, or future, between you and Inspector Villa, including without limitation any dispute or claim related to or arising out of this Agreement ("Dispute"), you and Inspector Villa 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 Inspector Villa. Inspector Villa's address for such notices is: support@siteworker.com.

2. Arbitration. If a Dispute is not resolved through Informal Negotiations, you and Inspector Villa agree to resolve any and all Disputes (except those Disputes expressly excluded below) through final and binding arbitration ("Arbitration Agreement"). This Arbitration Agreement shall be governed by the Federal Arbitration Act and evidences a transaction involving commerce. The arbitration will be commenced and conducted before a single arbitrator under the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website (www.adr.org). Your arbitration fees and your share of arbitrator compensation will be governed by the AAA Rules (and, where appropriate, limited by the AAA Consumer Rules). If you are unable to pay such costs, Inspector Villa will pay all arbitration fees and expenses. Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. The arbitrator will make a decision in writing. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement. However, the preceding sentence shall not apply to the "Class Action Waiver" described in Subsection (4) below.

3. Excluded Disputes. You and Inspector Villa agree that the following Disputes are excluded from this Arbitration Agreement: (1) any Dispute seeking to enforce or protect, or concerning the validity of, any of your or our intellectual property rights; (2) individual claims in small claims court; (3) any claim that an applicable federal statute expressly states cannot be arbitrated; and (4) any claim for injunctive relief.

4. WAIVER OF RIGHT TO BE A PLAINTIFF OR CLASS MEMBER IN A CLASS ACTION. To fullest extent permitted by applicable law, You and Inspector Villa agree to bring any Dispute in arbitration on an individual basis only, and not as a class or collective action. There will be no right or authority for any Dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules or AAA Consumer Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

5. Rules/Standards Governing Arbitration Proceeding. A party who wishes to arbitrate a Dispute covered by this Arbitration Agreement must initiate an arbitration proceeding no later than the expiration of the statute of limitations that applicable law prescribes for the claim asserted. The arbitrator shall apply the statute of limitations that would have applied if the Dispute had been brought in court. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity, and no remedies that otherwise would be available to an individual under applicable law will be forfeited. The arbitrator is without authority to apply any different substantive law. The parties have the right to conduct adequate civil discovery and present witnesses and evidence as needed to present their cases and defenses, and any dispute in this regard shall be decided by the arbitrator. The location of the arbitration proceeding shall take place in the city or county where you reside, unless each party agrees otherwise. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award.

6. Severability. You and Inspector Villa 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.

22. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any choice or conflict of law provision or rule (either of the State of New Jersey or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the New Jersey.

23. MISCELLANEOUS

If you breach any term of these Terms of Use or other agreement with Inspector Villa, Inspector Villa may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Inspector Villa's remedies are cumulative and not exclusive.

Failure of Inspector Villa to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter.

If any provision of the Terms of Use is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

These Terms of Use are not assignable, transferable or sublicensable by you except with Inspector Villa's prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent.

Users of this Sites and Services are responsible for compliance with all applicable regulations and laws.

No joint venture, partnership, employment or agency relationship exists between you and Inspector Villa as a result of these Terms of Use or use of the Sites and Services.

You acknowledge and agree that each of the Released Parties shall be an intended third-party beneficiary of these Terms of Use.

24. CALL RECORDING

You acknowledge and agree that the Company, and its third party service providers, may monitor and/or record any telephone calls between you and the Company.

Service Providers

Inspector Villa, Inc. d/b/a Inspector Villa ("Inspector Villa") allows consumers of Inspector Villa (collectively, the "Consumers") to provide reviews and ratings on a variety of service companies (collectively, a "Service Provider") with whom they have had first-hand experiences. On behalf, and as representative, of a Service Provider ("You"), You are permitted to use the website (<http://www.InspectorVilla.com/>) (the "Website") and the information contained therein subject to the terms and conditions contained in this Service Provider's User Agreement, which may be modified, amended or replaced by Inspector Villa from time to time at Inspector Villa sole discretion (collectively, the "Agreement"). Such modifications will become effective immediately upon the posting thereof. This Agreement shall also govern other aspects of Your relationship with Inspector Villa beyond Your use of the Website, as described herein.

In consideration of Inspector Villa granting the Service Provider access to its Website and the information contained therein, and in order to use the Website, You must read and accept all of the Terms and Conditions in, and linked to, this Agreement. It is the Service Provider's responsibility to review this Agreement on a regular basis to keep itself informed of any modifications. BY ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE Service Provider ACKNOWLEDGES IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY ALL OF THE TERMS, CONDITIONS, AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

1. INSPECTOR CENTER

By agreeing to the Terms and Conditions of this Agreement, the Service Provider is hereby permitted to use the services offered to Service Provider's including, without limitation, access to "Inspector Center", the ability to review Consumer Content pertaining to the Service Provider, the ability to submit responses to Consumer Content, the ability to update and maintain profile

information on the Service Provider, the ability to utilize the dispute resolution process offered through the Website and facilitated by Inspector Villa and such other services that Inspector Villa may offer to Service Providers from time to time (collectively, the “Services”).

2. LIMITED LICENSE

By agreeing to the Terms and Conditions of this Agreement, Inspector Villa grants the Service Provider a limited license to access and use the Website and the Services. Notwithstanding the foregoing, the Service Provider acknowledges and agrees that it will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit the Website (or any of the content therein including, without limitation, any Consumer Content or any profiles of Inspector Villa members) or Services for any commercial or other purpose, without the express written consent of Inspector Villa.

3. CONSUMER AND SERVICE PROVIDER CONTENT

Consumers may submit a review or report and other information (collectively, “Consumer Content”) on any Service Provider with which they have communicated or had another first-hand experience, whether or not work was started, performed, or completed. If the Service Provider disputes any Consumer Content, the Service Provider’s sole course of action with respect to such Consumer Content as it relates to Inspector Villa and the Website is to utilize the Services (as defined below) which are available online at the Website.

Inspector Villa does not endorse and is not responsible or liable for any Consumer Content, Service Provider Content (as defined below), data, advertising, products, goods or services available or unavailable from, or through, Inspector Villa. The statements, information and ratings contained in any Consumer Content are solely the opinion of the Consumer submitting such Consumer Content and do not reflect the opinion of Inspector Villa or any of its affiliates or subsidiaries or any of their respective owners, managers, officers, employees, agents or representatives.

The Service Provider acknowledges and understands that Inspector Villa simply acts as a passive conduit and an interactive computer provider for the publication and distribution of Consumer Content and Service Provider Content. Inspector Villa does not have any duty or obligation to investigate the accuracy of Consumer Content or the quality of the work performed by the Service Provider or any other Service Provider which is the subject of any Consumer Content. By using the Services, the Service Provider agrees that it is solely the Service Provider’s responsibility to evaluate the Service Provider’s risks associated with the use, accuracy, usefulness, completeness, appropriateness or legality of any information, responses, writings or other materials that the Service Provider submits, transmits or otherwise conveys through the Services (collectively, “Service Provider Content”).

Under no circumstances will Inspector Villa be liable in any way for any Consumer Content or Service Provider Content including, but not limited to, any Consumer Content or Service

Provider Content that contains, errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any Consumer Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Services or otherwise.

The Service Provider hereby waives any claims, rights or actions that it may have against Inspector Villa or any of its affiliates or subsidiaries with respect to any Consumer Content or Service Provider Content and releases Inspector Villa and each of its affiliates and subsidiaries from any and all liability for or relating to Consumer Content or Service Provider Content.

The Service Provider agrees to indemnify and hold Inspector Villa and each of its affiliates and subsidiaries and their respective owners, managers, officers, employees, agents or representatives harmless for any damages that may arise, directly or indirectly, from any claim or right it may have against Inspector Villa with respect to any statements made by a Consumer or Consumer Content submitted by a Consumer which is communicated, posted or published by Inspector Villa on its Website or to a third party.

The Service Provider acknowledges and agrees that the Service Provider can neither require Inspector Villa to place the Service Provider on its Website nor remove the Service Provider or any Consumer Content from Inspector Villa. The Service Provider further acknowledges and understands that the Service Provider is not a Consumer of Inspector Villa, cannot refer to itself as a Consumer of Inspector Villa, and is not afforded the same access to the Website as a Consumer nor the benefits afforded to a Consumer.

The Service Provider and its current or former owners, directors, managers, employees, agents and family members are expressly prohibited from purchasing gift memberships to Inspector Villa or reimbursing clients or customers for their Inspector Villa membership cost. In addition, individuals affiliated with the Service Provider including, without limitation, current or former owners, current or former employees or officers, family members, or current or former partners, investors, managers or directors (collectively, the "Affiliated Persons") may not submit Consumer Content to Inspector Villa on the Service Provider. The Service Provider hereby acknowledges and agrees that to the extent an Affiliated Person has submitted or posted any Consumer Content on the Service Provider or any Service Provider or person competitive to the Service Provider or believes that Consumer Content was posted by an Affiliated Person that Inspector Villa may immediately remove such Consumer Content without notice or recourse against Inspector Villa.

The Service Provider acknowledges and agrees that Inspector Villa in its sole discretion may remove without notice any Service Provider Content or any portion thereof that Inspector Villa believes violates the foregoing.

Inspector Villa may suspend, restrict or terminate the Service Provider's use of the Services or any portion thereof if the Service Provider breaches or fails to comply with any of the Terms and Conditions of this Agreement.

It is the Service Provider's sole responsibility to review and monitor any Consumer Content regarding the Service Provider that is posted by Consumers and to submit responses it deems necessary to any Consumer Content. Inspector Villa does not have any obligation to provide a notice or update to the Service Provider with respect to any new information or Consumer Content that it learns of or receives about the Service Provider from its Consumers.

The Service Provider has the sole responsibility of updating any and all of its information on the Website including, without limitation, the Service Provider's description and profile information. The Service Provider agrees not to use or cause any robot, bot, spider, other automatic device, or computer program routine or manual process to monitor, duplicate, take, obtain, transfer, modify, use, reproduce, aggregate or copy Inspector Villa, any Consumer Content, any Consumer profiles, Service Provider Content (including SP profiles) or any other content contained on the Website or any other publication of Inspector Villa. You shall not use or cause any device, software, or routine to interfere or attempt to interfere with the proper working of the Website.

The Service Provider hereby represents and warrants to Inspector Villa that (a) all information provided to Inspector Villa by the Service Provider is true, complete and accurate in all respects, and (b) the Service Provider is authorized to submit information to Inspector Villa. Inspector Villa is authorized by the Service Provider to rely upon the truthfulness, completeness and accuracy of Service Provider Content in order to serve its Consumers.

To the extent a third party posts or submits any Service Provider Content or manages the Service Provider's profile or information on the Website, the Service Provider hereby acknowledges and agrees that the Service Provider shall remain fully responsible for any Service Provider Content or information posted or submitted by such third party.

The Service Provider agrees unless expressly authorized by Inspector Villa not to access, copy, duplicate use, reproduce, alter, modify, create derivative works, display, sell, re-sell, advertise or market with or otherwise exploit for any commercial, educational or other purpose any Consumer Content, any Consumer profiles, any SP profiles, or any other content from the Website or Inspector Villa, including, without limitation, any reviews or ratings or any other content contained in any Consumer Content.

4. PRIVACY

The Service Provider agrees to be bound by Inspector Villa's Privacy Policy, found [here](#). The Service Provider acknowledges that the Website utilizes one or more website analytic services, including, without limitation, ClickTale, which may record mouse clicks, mouse movements, scrolling activity and text entered into the Website by users. These services do not collect personally identifiable information that is not voluntarily entered into the Website by the user. Inspector Villa uses the information collected by these service providers to improve the

usability and other features of the Website. Users may choose to disable the ClickTale service at <http://www.clicktale.net/disable.html>.

The Service Provider acknowledges that Inspector Villa will use the telephone numbers, email addresses and facsimile numbers that are submitted to Inspector Villa in connection with registering with Inspector Villa to contact the Service Provider with information regarding Inspector Villa. Inspector Villa agrees not to sell, trade, rent or share such information with any third parties. By providing a wireless phone number to Inspector Villa, Service Provider agrees that Inspector Villa may call or send text messages to the wireless phone number for any purpose, including marketing purposes, using all methods now known and discovered in the future, including, but not limited to, auto-dialers, pre-recordings, and general telemarketing practices. Service Provider agrees that these calls or text messages may be regarding the products and/or services that Service Provider has previously purchased and products and/or services that Inspector Villa may market to me. Service Provider acknowledges that this consent may be removed upon request.

5. INTELLECTUAL PROPERTY

Inspector Villa is the owner and/or authorized user of any trademark and/or service mark, including, without limitation, the name "Inspector Villa", appearing on the Website and is copyright owner or licensee of the content and/or information on the Website. By placing them on the Website, Inspector Villa does not grant the Service Provider any license or other authorization to copy or use its trademarks, service marks, copyrighted material, or other intellectual property, except as provided herein.

6. LIMITATIONS OF LIABILITY

THE SERVICE PROVIDER EXPRESSLY UNDERSTANDS AND AGREES THAT INSPECTOR VILLA WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF INSPECTOR VILLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICES; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICES; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR SERVICE PROVIDER CONTENT; (D) SERVICE PROVIDER CONTENT THE SERVICE PROVIDER MAY SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICES OR THIS AGREEMENT; (E) STATEMENTS OR CONDUCT OF ANY CONSUMER OR OTHER THIRD PARTY THROUGH THE SERVICES; (F) ANY OTHER MATTER RELATING TO THE SERVICES; (G)

ANY BREACH OF THIS AGREEMENT BY INSPECTOR VILLA OR THE FAILURE OF INSPECTOR VILLA TO PROVIDE THE SERVICES UNDER THIS AGREEMENT; (H) ANY CONSUMER CONTENT POSTED; OR (I) ANY OTHER DEALINGS OR INTERACTIONS THE

SERVICE PROVIDER HAS WITH ANY SERVICE PROVIDER (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO THE SERVICE PROVIDER.

TO THE EXTENT INSPECTOR VILLA IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES, INSPECTOR VILLA'S LIABILITY FOR DAMAGES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

7. INDEMNIFICATION

The Service Provider agrees to indemnify and hold Inspector Villa and each of its affiliates and subsidiaries and each of their respective owners, officers, agents, managers, partners, employees, agents and representatives harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees (whether incurred in enforcing this Agreement or otherwise), made by any third party due to or arising out of the Service Provider's use of Inspector Villa.

8. ASSIGNMENT

This Agreement may not be re-sold or assigned by the Service Provider. If the Service Provider assigns, or tries to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Inspector Villa's rights if Inspector Villa fails to enforce any of the terms or conditions of this Agreement against the Service Provider. In the event a court finds a provision in this Agreement to not be valid, the Service Provider and Inspector Villa agrees that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between the Service Provider and Inspector Villa as a result of this Agreement or use of the Services.

9. BINDING EFFECT

The person agreeing to this Agreement and the Terms and Conditions on behalf of the Service Provider hereby represents and warrants that he/she has the power and authority to bind the Service Provider and that this Agreement and the Terms and Conditions constitutes a valid and binding agreement of the Service Provider.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICES. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

10. PROVISIONS REMAINING IN EFFECT

In the event this Agreement is terminated, certain provisions of this Agreement will continue to remain in effect.

Inspector Bookings

TERMS AND CONDITIONS FOR INSPECTOR BOOKINGS

By using, accessing, or registering on this site, any related individual, market specific or other sites, and/or mobile applications related to Inspector Villa, Inc. (“Inspector Villa” the “Company” or “us”) and/or participating in the Company’s “Inspector Bookings”, you (“you” or “User”) hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement and any future amendments and additions to this Agreement as we may publish from time to time (this “Agreement” or “Terms and Conditions”). This Agreement governs your use of our services and platform that facilitates communications between Users and independent home service providers for Inspector Bookings offered through the Company, as it may be modified, relocated and/or redirected from time to time.

If you do not agree to accept and be bound by this Agreement, you must immediately stop using the Company’s services. The Company’s acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement. By using the Company’s services, you represent and warrant that: (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement. Except as set forth in preceding sentence, the right to use the Company’s services is personal to you and is not transferable to any other person or entity.

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 27 AND THE AUTOMATIC RENEWAL AND CANCELLATION PROVISIONS IN SECTIONS 3(c)-(e) AND 9(d)-(e).

1. INSPECTOR BOOKINGS

The Company connects independent, third-party home service providers (“Service Providers”) with you (“Requester”) to provide you with the home services you request through the Company’s technology platform. When booked through the Company’s platform, you will pay for these “Inspector Bookings” through our online portal after completion of the service (unless you

are booking a recurring plan, in which case you will pay for such service before booking completion). When booked through one of the Company's retail partners, you will pay for these Inspector Bookings upfront, either on the partner's website or in its retail store. Inspector Villa IS A PLATFORM THAT CONNECTS REQUESTERS AND SERVICE PROVIDERS, AND IS NOT THE PROVIDER OF HOME SERVICES.

2. SCREENING FOR INSPECTOR BOOKINGS

- a. For Inspector Bookings, we use a multi-step process to screen potential Service Providers, as described further below. The process is designed to filter qualified potential Service Providers with appropriate backgrounds in compliance with applicable law. The eligibility criteria for Service Providers may be modified from time to time by the Company without notice to you. You further understand and acknowledge that the Company relies upon representations from the Service Provider with respect to certain information pertaining to the Service Provider. The Company has no obligation or duty to perform or disclose the results of criminal background, financial, licensure or other information received from any investigation or background check.
- b. You should make whatever investigation or other resources that you deem necessary or appropriate before participating in Inspector Bookings. THE COMPANY PERFORMS SCREENING SOLELY AT THE TIME THE SERVICE PROVIDER APPLIES TO REGISTER WITH THE COMPANY. THE COMPANY CANNOT AND DOES NOT WARRANT OR REPRESENT THAT A SERVICE PROVIDER'S PROFILE AND BACKGROUND CHECK SCREENING INFORMATION IS UP TO DATE. THE COMPANY IS UNDER NO OBLIGATION TO UPDATE A SERVICE PROVIDER'S BACKGROUND CHECK OR PROFILE. THE COMPANY IS NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER INCLUDING SERVICE PROVIDERS, AND WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH ANY INSPECTOR BOOKINGS.

3. PAYMENT FOR INSPECTOR BOOKINGS

- a. Either prior to a scheduled Inspector Bookings or immediately following the scheduled end time of a Inspector Bookings, we will charge the Requester's credit card for those Inspector Bookings the Requester has ordered, and for all purchases and payments for reimbursement costs, fees, expenses or applicable taxes associated with a Inspector Bookings, and the Requester hereby authorizes us to charge any credit card on file in the Requester's Inspector Villa account or other previously approved payment methods for such amounts. We will use third party services to process credit card information. By accepting this Agreement, you are giving the Company (or a third-party payment processor on the Company's behalf) permission to charge any on-file credit card, debit card, or other previously approved methods of payment for fees that you owe the Company. Depending on the transaction you selected or services requested, the Company may charge you on a one- time or recurring basis. All information that you provide in connection with a purchase or transaction or other monetary transaction

interaction with the Inspector Bookings must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with the Company at the prices in effect when such charges are incurred. We retain the right, in our sole discretion, to place a hold on the Requester's credit card for an ordered or completed Inspector Bookings transaction. Seventy-two (72) after a Inspector Bookings is completed, if there is no complaint by the Requester, we will mark the Inspector Bookings as closed.

- b. No refunds or credits will be provided once the Requester's credit card has been charged, except that at our sole discretion, refunds or credits may be granted in extenuating circumstances. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom. Requesters will be liable for all transaction taxes on the Inspector Bookings(s) provided (other than taxes based on the Company's income). If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to the Company or third parties, then the Company may withhold any payments to you for as long as we determine any related risks to the Company or third parties persist. For any amounts that we determine you owe us, we may (i) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (ii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iii) reverse any credits to your bank account; or (iv) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate this Agreement, then we may in our sole discretion permanently withhold any payments to you.

4. INFORMATION YOU PROVIDE TO US/CONSENT TO BE CONTACTED

- a. General: Upon using the Company's services, you will be prompted to disclose certain information about yourself and your service requirements, and you will be able to store information, such as home services records, on our website or apps. Some of this information will be sent to Service Providers, who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent and agree to accept to being contacted by us and by our Service Providers, via phone, fax, email, mail, text (SMS) messaging, push notifications, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the Services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including

marketing related emails. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. By consenting to being contacted by the Company, you understand and agree that you may receive communications, including marketing communications generated by automatic telephone dialing systems and/or which will deliver prerecorded messages, sent by or on behalf of the Company, its affiliates, subsidiaries, parents and/or Users/Service Providers, including but not limited to: operational communications concerning your account or use of the Company or its services, updates concerning new and existing features offered by the Company, communications concerning promotions run by us, and news concerning the Company and industry developments. You also authorize the Company to send you an automated prerecorded call confirming your service request, along with calls from Service Providers that can help you with your request to the land-line or mobile phone number you provided, and you understand that either the Company or the Service Providers may use automated phone technology (including autodialed and prerecorded messages) to provide you with operational communications concerning your account or use of the Services, updates concerning new and existing features on our websites, communications concerning promotions run by us, and news concerning the Company and industry developments, and that your consent is not required to purchase products or services. You agree that by completing a service request, you are entering into a business relationship with the Company and/or a Service Provider and thus agree to be contacted by the Company and/or a Service Provider. You acknowledge that you are not required to consent to receive promotional messages or phone calls as a condition of using the Company's services. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your account. You may opt out of receiving promotional or marketing texts or calls from the Company at any time.

- b. Recording: You acknowledge that the Company or its third party service providers may record customer service calls after notice to you and with your consent, in order to assist you when you contact our customer support services. You agree to the Company's use of a third party service provider to mask your telephone number when you call or exchange text (SMS) messages with a Service Provider using a telephone number provided by the Company. During this process, the Company and its service provider will receive in real time and store call data, including the date and time of the call or text (SMS) message, the parties' phone numbers, and the content of the text (SMS) messages. You agree to the masking process described above and to the Company's use and disclosure of this call data for its legitimate business purposes.
- c. Provisions Specific to Text Messaging: You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages (e.g. cart reminders) from the Company, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. Consent to receive automated

marketing text messages is not a condition of any purchase. Msg & Data rates may apply. Message frequency will vary. The Company reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. The Company also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so. Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. The Company, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages. Text the keyword STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode or in reply to a text message to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode or in reply to a text message you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that the Company and its Service Providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from the Company through any other programs you have joined until you separately unsubscribe from those programs. You acknowledge that by opting out of receiving text (SMS) messages from the Company and the Service Professionals, your use of the Company's services may be impacted. The Company and its affiliates may view, store, access and disclose messages exchanged between you and consumers transmitted via the Company's messaging platform. Text the keyword HELP to our shortcode to return customer care contact information.

- d. False Information: You promise that all information you provide(including but not limited to your contact information, and any Ratings and Reviews of Service Providers that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to refuse any current or future use of our services (or any portion thereof) by you. You are responsible for any use of services offered by the Company by persons to whom you intentionally or negligently allow access to your password. TO KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR E-MAIL ADDRESS IS A VERY SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO THE COMPANY AND THE SERVICE PROVIDERS, AND TO CONSUMERS, AS WELL AS THE LOSS OF TIME, EFFORT AND EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION FOR A PROJECT ADVISOR SERVICE, INCLUDING BUT NOT LIMITED TO SOMEONE ELSE'S NAME, E-MAIL ADDRESS, PHYSICAL ADDRESS OR PHONE NUMBER OR A RANDOM OR MADE UP NAME, ADDRESS, E-MAIL OR PHONE NUMBER YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO THE COMPANY AND EACH SERVICE PROVIDER WHO ACCEPTS SUCH SERVICE

REQUESTS, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF \$11,000 TO EACH OF THE COMPANY AND EACH OF THE AFFECTED SERVICE PROVIDERS AND FOR EACH OF THE ACTUAL PERSON(S) AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER (FOR EXAMPLE THE ACTUAL OWNER OF THE E-MAIL ADDRESS OR PHONE NUMBER, ETC.), PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS FEES COSTS AND EXPENSE RELATING THERETO, IF APPLICABLE, OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACTIVITY, PLUS REASONABLE LEGAL FEES, COST AND EXPENSES RELATING THERETO, WHICHEVER IS GREATER.

- e. Emails: The Company may send you confirmation and other transactional emails regarding the Inspector Bookings Services. The Company and its affiliates, subsidiaries, parents may also send you emails about other services that we think might interest you ("Promotional Emails"). You can unsubscribe from Promotional Emails at any time by clicking unsubscribe in our email communications or contacting us. By submitting a service request, you agree that the Company and the Service Providers may send you informational text (SMS) messages as part of the normal business practice of the Company. These text (SMS) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from the Company at any time by texting the word STOP from the mobile device that is receiving the messages. You acknowledge that by opting out of receiving text (SMS) messages from the Company and the Service Providers, your use of the Company's services may be impacted. The Company, its affiliates and its third party service providers may view, store, access and disclose messages exchanged between you and consumers transmitted via the Company's messaging platform.

5. ACCOUNT SECURITY

- a. You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any username, password and account provided by you or us for accessing the Company's services. You are solely and fully responsible for all activities that occur under your password or account, except that the Company may, in certain circumstances, access your account to make changes that you request, such as rescheduling a Inspector Bookings appointment. The Company has no control over the use of any User's account by the User or third parties and expressly disclaims any liability derived therefrom. Should you suspect that any unauthorized party may be using your password or account or you suspect any other breach of security, you must contact us immediately at support@inspectorvilla.com.
- b. You will provide us with such proof of identity as we may reasonably request from time to time.

6. TERM AND TERMINATION

- a. Term. This Agreement shall continue in full force and effect until such time as it is terminated by you or by us.
- b. Termination by the Company. We may terminate this Agreement or terminate or suspend your right to use the Company's services at any time for any or no reason (including, without limitation, in the event that we believe that you have breached this Agreement or any policy posted on the Company's properties, or if we otherwise find that you have engaged in inappropriate and/or offensive behavior (collectively, "Prohibited Conduct") by providing you with written or email notice of such termination to the physical or email address you have provided us, and termination will be effective immediately upon such notice. Except in the event that we terminate or suspend your right to use the Company's services due to any Prohibited Conduct, we will refund in full any payments for Inspector Bookings that have not been performed or completed. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress. When terminating your account, the Company may delete the account and all the information in it. You have no ownership rights to your account.
- c. Termination by You. You may terminate this Agreement by completely and permanently ceasing to use the Company's services (provided that there are no outstanding Inspector Bookings ordered under your password or account) and by closing any account you have opened on the Company's platforms. If you attempt to terminate this Agreement while there are still outstanding Inspector Bookings ordered under your password or account, this Agreement shall not terminate until such Inspector Bookings have been performed or otherwise canceled as permitted by the Company.
- d. Cancellation Policy for Service Cancellation by Requester. The Company's cancellation policy for Inspector Bookings is as follows: Requesters may cancel their scheduled Inspector Bookings appointments through the Company at any time, subject to the following conditions: (i) if a Requester cancels more than 24 hours before a scheduled Inspector Bookings appointment, there is no cancellation fee; (ii) if a Requester cancels between 2-24 hours before a scheduled Inspector Bookings appointment, the Requester will be charged a \$25 cancellation fee; (iii) if the Requester cancels during the 2 hours before a scheduled Inspector Bookings appointment, the Requester will be charged the full Inspector Bookings amount; and, where applicable (iv) if the Requester cancels a recurring plan after completing one booking on the plan but before reaching the minimum bookings noted upon sign-up to qualify for a recurring plan discount, the Requester may be charged either a single fee or the retroactive difference between the one-time booking price and discounted plan booking price. This cancellation policy applies both for one-time Inspector Bookings bookings and for recurring Inspector Bookings appointments. An Inspector Bookings appointment may be canceled by emailing support@inspectorvilla.com.
- e. Policy for Service Cancellation by Service Provider. When a Service Provider cancels a scheduled Inspector Bookings appointment, the Company generally notifies the

Requester and makes the Requester's Inspector Bookings request available for another Service Provider to select. However, the Company cannot guarantee that a canceled Inspector Bookings appointment will be selected by another Service Provider and rescheduled or that the Inspector Bookings request will be completed. For Recurrent Service Requesters, if a Inspector Bookings appointment is canceled by a Service Provider, Requester will not be charged for that Inspector Bookings appointment.

7. LIMITED LICENSE; INTELLECTUAL PROPERTY RIGHTS

The Company, its platform, and the information, data, content and materials, which it contains ("Company Materials"), are the property of the Company and/or its affiliates, subsidiaries, parents and licensors, excluding User-generated content, which the Company has a right to use as described below. The Company Materials are protected from unauthorized copying and dissemination by United States copyright law, trademark law, international conventions, and other intellectual property laws. The Company and/or its affiliates, subsidiaries, parents and licensors are and shall continue to be the sole and exclusive owner of all right, title and interest in and to all intellectual property rights associated with the Company Materials. Any use of Company Materials, other than as expressly permitted herein, is prohibited without the prior permission of the Company and/or the relevant right holder. The service marks and trademarks of the Company, including without limitation Inspector Villa.com, HomeAdvisor.com, and the Inspector Villa and HomeAdvisor logos are service marks owned by the Company. Any other trademarks, service marks, logos and/or trade names appearing on the Company's platform or websites are the property of their respective owners. You may not copy or use any of the marks, logos or trade names appearing on the Company's platform or websites without the express prior written consent of the owner.

8. REVIEWS; CONTENT LICENSE

- a. The Company may ask that you submit a written review upon completion of a Inspector Bookings. If you receive a request for a review, you agree to submit a written review with respect to the provision of such services.
- b. Although the Company does not claim ownership of any of the communications, information, review, data, text or other materials you give us (collectively, the "Content"), by providing Content to the Company via its platform and websites, you automatically grant, and you represent and warrant that you have the right to grant, to the Company an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing the Company with Content, you automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content by any other party.

9. MODIFICATION, LIMITATION AND DISCONTINUANCE

The Company reserves the right at any time to limit access to, modify, change or discontinue Inspector Bookings with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of Inspector Bookings. You agree that the Company will not be liable to you or to any third party for any such limitation, modification, change, suspension or discontinuance of Inspector Bookings. You agree that the Company may establish general practices, policies and limits, which may or may not be published, concerning the use or operation of Inspector Bookings.

10. DELAYS

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

11. FEEDBACK

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

12. RATINGS & REVIEWS ARE NOT ENDORSED BY THE COMPANY

All Ratings and Reviews of a Service Provider displayed to you reflect the opinions of other consumers, and do not reflect or represent the opinions or representations of the Company. The Company disclaims any and all representations or warranties with regard to the Ratings and Reviews. The Company does not assume responsibility or liability for any Review or for any claims, damages, or losses resulting from any use of the Company's platform or websites or the materials contained therein.

13. ARTICLES AND OTHER CONTENT

The Company provides certain content relating to home improvement, repair, maintenance ("Articles"), on the Company's platform, websites or apps. Such Articles are provided "As-Is", without any warranties or representations, and you assume all liability and responsibility for your use of such Articles. You understand and agree that the Articles do not provide advice, and that such Articles are no substitute for the advice of a Service Provider.

14. LINKS TO THIRD PARTY SITES

The links in the Company's platform, websites or apps may lead you off of properties owned and operated by the Company. The linked sites are not under the control of the Company and the

Company is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. The Company is not responsible for webcasting or any other form of transmission received from any linked site. The Company is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by the Company of the site. YOU ACCESS THIRD PARTY SITES AT YOUR OWN RISK. THE COMPANY EXPRESSLY DISCLAIMS ANY LIABILITY ARISING IN CONNECTION WITH YOUR USE AND/OR VIEWING OF ANY THIRD PARTY SITES, AND YOU HEREBY AGREE TO HOLD THE COMPANY HARMLESS FROM ANY LIABILITY THAT MAY RESULT FROM THIRD PARTY SITES.

15. RULES FOR USE OF THE COMPANY'S SERVICES

During the term of this Agreement, Requesters may use the Company's services for your personal use only (or for the use of a person, including a company or other organization that you validly represent). Requesters may use the Company's services to request Inspector Bookings solely with respect to a location where the Requester is legally authorized to have such services performed. Requesters may not use the Company's services for any other purposes or in connection with any commercial endeavors whatsoever without our express prior written consent. Requesters agree that an order for Inspector Bookings is an offer, which is only accepted when the Requester receives a confirmation of the order. Requesters agree to treat Service Providers courteously and lawfully, to provide a safe and appropriate working environment for them that is in compliance with all applicable laws and regulations, and to provide reasonable co-operation to Service Providers to enable them to supply Inspector Bookings. Requesters agree to comply with our complaint and other policies designated on the site. Requesters acknowledge that their selected Service Provider may be unavailable from time to time. You shall NOT use the Company's services to do any of the following:

- a. Upload files that contain viruses, Trojan horses, corrupted files, or any other similar software that may damage the operation of another's computer.
- b. Upload files that contain software or other material that violates the intellectual property rights or rights of privacy or publicity of any third party.
- c. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others, including but not limited to our staff and other Users.
- d. Post a review or rating unless such review or rating contains your independent, honest, genuine opinion.
- e. Use the Company's services or any Inspector Bookings for any purpose or in any manner that is in violation of local, state, national, or international law.
- f. Publish, post, upload, distribute or disseminate any profane, defamatory, false, misleading, fraudulent, threatening or unlawful topics, names, materials or information, or any materials, information or content that involve the sale of counterfeit or stolen items.

- g. Advertise or offer to sell any goods or services for any commercial purpose or solicit employment or contract work which is not relevant to services offered through the Company. You may not solicit, advertise for, or contact in any form Users for employment, contracting, or any other purpose not related to Inspector Bookings facilitated through the Company without express written permission from us.
- h. Use the Company's services to collect usernames and/or email addresses of members by electronic or other means without our express prior written consent.
- i. Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- j. Impersonate another person or allow any other person or entity to use your identification to post or view comments or otherwise use your account.
- k. Post the same note repeatedly(referred to as 'spamming').Spamming Is Strictly Prohibited.
- l. Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Company, or post or upload any content to which you have not obtained any necessary rights or permissions to use accordingly.
- m. Restrict or inhibit any other User from using and enjoying the Company's services.
- n. Imply or state that any statements you make are endorsed by us,without our prior written consent.
- o. Reverse engineer, disassemble, decompile, translate, modify, adapt, license, sublicense, alter, copy, distribute, hack or interfere with the Company, its servers or any connected networks, use a robot, spider, manual and/or automatic processes or devices to data-mine, data-crawl, scrape or index the Company's properties in any manner, or attempt to do any of the foregoing.
- p. Remove or alter, visually or otherwise, any copyrights, trademarks or proprietary marks and rights owned by us.
- q. Upload content that is offensive and/or harmful, including, but not limited to, content that advocates, endorses, condones or promotes racism, bigotry, hatred or physical harm of any kind against any individual or group of individuals.
- r. Upload content that provides materials or access to materials that are obscene, adult or sexual or that exploit anyone, and in particular people under the age of 18, in an abusive, violent or sexual manner.
- s. Register to use the Company's services under different usernames or identities, after your account has been suspended or terminated.
- t. Mirror or archive any part of the Company's platform, websites, or apps,or any content or material contained on the Company's properties without the Company's written permission.
- u. Forge any TCP/IP or misleading representations in the sender information, subject line, locator, or content of any electronic message.
- v. Alter transmission data without the Company's consent.

16. CONFIDENTIALITY

The term "Confidential Information" shall mean any and all of the Company's trade secrets, confidential and proprietary information, personal information and all other information and data

of the Company that is not generally known to the public or other third parties who could derive value, economic or otherwise, from its use or disclosure. The Company's platform, websites, and apps contain secured components that are accessible only to those who have been granted a username and password by the Company. Information contained within the secure components of the Company's properties is confidential and proprietary. You acknowledge that Confidential Information is a valuable, special and unique asset of the Company and agree that you will not use Confidential Information other than as necessary for you to make use of the Company's services as expressly permitted by this Agreement and only during the term of this Agreement. You will not disclose or transfer (or seek to induce others to disclose or transfer) any Confidential Information for any purpose. You shall promptly notify the Company in writing of any circumstances, which may constitute unauthorized disclosure, transfer, or use of Confidential Information. You shall implement reasonable technical, physical and administrative safeguards to protect Confidential Information from loss or theft, as well as unauthorized access, disclosure, copying, transfer, modification or use. You shall return all originals and any copies of any and all materials containing Confidential Information to the Company upon termination of this Agreement for any reason whatsoever.

17. NOTICE SPECIFIC TO DOCUMENTS AND INFORMATION AVAILABLE ON THIS WEBSITE

Permission to use documents (such as press releases, datasheets, content, informational items and FAQs) from the Company's server ("Server") is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the Web site is for your informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Educational institutions (specifically K-12, universities and state community colleges) may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission of the Company. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the Company's platform, websites or apps or any other Company owned, operated, licensed or controlled site. Elements of the Company's platform, websites or apps are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Company property may be copied or retransmitted unless expressly permitted by the Company. You may not use any deep-link, page-scrape, spider, robot, crawl, index, Internet agent or other automatic device, program, algorithm or technology which does the same things, to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches or monitor any portion of this website. THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE

COMPANY AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON- INFRINGEMENT. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE COMPANY WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE COMPANY AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

18. WARRANTY DISCLAIMER

YOU UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE INSPECTOR BOOKINGS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT THE COMPANY ASSUMES NO RESPONSIBILITY OR LIABILITY WITH

RESPECT TO THE INSPECTOR BOOKINGS PROGRAM. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY (A) THAT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (B) THAT ANY CONTENT OR INFORMATION YOU PROVIDE OR THE COMPANY COLLECTS WILL NOT BE DISCLOSED, (C) THAT ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED IN CONNECTION WITH INSPECTOR BOOKINGS WILL BE FREE FROM DEFECT, (D) THAT ANY ERRORS IN ANY SERVICE WILL BE CORRECTED, (E) AS TO ANY SERVICE PROVIDER'S REGISTRATION, SERVICE PROVIDER ACCREDITATION OR LICENSE, (F) AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE COMPANY'S SERVICES, OR (G) AS TO THE TIMELINESS, ACCURACY, RELIABILITY, QUALITY, SUITABILITY, SAFETY, COMPLETENESS OR CONTENT OF THE INSPECTOR BOOKINGS, ANY PRODUCTS, MERCHANDISE, CONTENT, INFORMATION OR MATERIALS PROVIDED THROUGH OR IN CONNECTION WITH THE USE OF THE COMPANY'S SERVICES OR THIS AGREEMENT. NEITHER THE COMPANY NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS ARE RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE COMPANY'S SERVICES (INCLUDING BUT NOT LIMITED TO THE CONDUCT OF ANY REQUESTERS OR SERVICE PROVIDERS). NEITHER THE COMPANY NOR ITS AFFILIATES, PARENTS, SUBSIDIARIES OR LICENSORS WARRANT THAT THE COMPANY'S PROPERTIES ARE FREE FROM VIRUSES, WORMS, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. YOU AGREE THAT THE PARTICIPATION IN INSPECTOR BOOKINGS, USE OF SERVICES OFFERED BY AND THROUGH THE COMPANY, AND THE SITE IS AT YOUR OWN RISK. IN SOME JURISDICTIONS, DISCLAIMERS OF IMPLIED WARRANTIES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU AS THEY RELATE TO IMPLIED WARRANTIES.

19. LIMITATION OF LIABILITY

YOU AGREE NOT TO HOLD THE COMPANY, ITS AFFILIATES, ITS PARENTS, ITS SUBSIDIARIES, ITS LICENSORS, OR ANY OF SUCH PARTIES' AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, CORPORATE PARTNERS, OR PARTICIPANTS (COLLECTIVELY, "MEMBERS") LIABLE FOR ANY DAMAGES, EXPENSES, LOSSES, SUITS, CLAIMS, AND/OR CONTROVERSIES (COLLECTIVELY, "LIABILITIES") THAT HAVE ARISEN OR MAY ARISE, WHETHER KNOWN OR UNKNOWN, RELATING TO YOUR USE OF OR INABILITY TO USE THE COMPANY'S SERVICES, INCLUDING WITHOUT LIMITATION ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY USER (INCLUDING WITHOUT LIMITATION STALKING, HARASSMENT, ACTS OF PHYSICAL VIOLENCE, AND LOSS OR DESTRUCTION OF PERSONAL PROPERTY), SERVICES, ANY DISPUTE WITH ANY USER, ANY INSTRUCTION, ADVICE, ACT, OR SERVICE PROVIDED BY THE COMPANY OR MEMBERS, AND ANY DESTRUCTION OF YOUR INFORMATION. UNDER NO CIRCUMSTANCES WILL THE COMPANY OR MEMBERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE COMPANY'S SERVICES OR ANY INSPECTOR BOOKINGS, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. EXCEPT AS EXPRESSLY PERMITTED UNDER THE TERMS OF THE COMPANY'S HAPPINESS GUARANTEE, UNDER NO CIRCUMSTANCES WILL THE COMPANY OR MEMBERS BE LIABLE FOR ANY DIRECT DAMAGES ARISING IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE COMPANY'S SERVICES OR INSPECTOR BOOKINGS, EVEN IF SUCH PARTIES WERE OR SHOULD HAVE BEEN ADVISED OF THE POSSIBILITY OF THE SAME. THE COMPANY AND MEMBERS DO NOT ACCEPT ANY LIABILITY WITH RESPECT TO THE QUALITY OR FITNESS OF ANY WORK PERFORMED IN CONNECTION WITH THE COMPANY, THE INSPECTOR BOOKINGS, THE MERCHANDISE OR THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT THE COMPANY OR MEMBERS ARE LIABLE FOR DAMAGES, IN NO EVENT WILL THE AGGREGATE LIABILITY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED THE LESSER OF (1) TOTAL FEES PAID BY YOU TO THE COMPANY DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE. OR (2) THE AMOUNT EXPRESSLY PERMITTED UNDER THE COMPANY'S HAPPINESS GUARANTEE. NEITHER THE COMPANY NOR ITS AFFILIATES WILL HAVE ANY LIABILITY (AND THERE IS NO BASIS FOR ANY PRESENT OR FUTURE ACTION, SUIT, PROCEEDING, HEARING, INVESTIGATION, CHARGE, COMPLAINT, CLAIM, OR DEMAND AGAINST THE COMPANY OR ITS AFFILIATES GIVING RISE TO ANY LIABILITY) ARISING OUT OF ANY INJURY TO INDIVIDUALS OR PROPERTY AS A RESULT OF THE OWNERSHIP, POSSESSION, OR USE OF ANY PRODUCT SOLD, PURCHASED, INSTALLED, OR DELIVERED BY THE COMPANY OR ANY OF ITS AFFILIATES.

NOTHING IN THIS AGREEMENT OR ON THE COMPANY'S PLATFORM, WEBSITES OR APPS CONSTITUTES, OR IS MEANT TO CONSTITUTE, ADVICE OF ANY KIND. IF YOU REQUIRE ADVICE IN RELATION TO ANY LEGAL, FINANCIAL OR MEDICAL MATTER YOU SHOULD CONSULT AN APPROPRIATE SERVICE PROVIDER.

BY USING THE COMPANY'S SERVICES, YOU AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT ARE REASONABLE. IF YOU DO NOT BELIEVE THEY ARE REASONABLE, YOU MUST NOT USE THE COMPANY'S SERVICES.

YOU ACCEPT THAT THE COMPANY HAS AN INTEREST IN LIMITING THE PERSONAL LIABILITY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES. YOU AGREE THAT YOU WILL NOT BRING ANY CLAIM PERSONALLY AGAINST THE COMPANY'S OFFICERS, DIRECTORS OR EMPLOYEES IN CONNECTION WITH ANY DISPUTE, LOSS OR DAMAGE. WITHOUT PREJUDICE TO THE FOREGOING, YOU AGREE THAT THE LIMITATIONS OF WARRANTIES AND LIABILITY SET OUT IN THIS AGREEMENT WILL PROTECT THE COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, AFFILIATES, PARENTS, SUBSIDIARIES, SUCCESSORS, ASSIGNS AND SUB- CONTRACTORS AS WELL AS THE COMPANY.

EACH PARTY ACKNOWLEDGES THAT THE OTHER PARTY HAS ENTERED INTO THIS AGREEMENT RELYING ON THE LIMITATIONS OF LIABILITY STATED HEREIN AND THAT THOSE LIMITATIONS ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

20. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company, its officers, directors, parents, subsidiaries, affiliates, managers, owners, employees, agents, designees, users, successors, assigns, service providers, attorneys, independent contractors and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and costs incurred due to or arising from: (a) any violation of this Agreement by you; (b) any goods or services purchased by or contracted by you through Inspector Bookings; (c) any violation of any rights of another or harm you may have caused to another; (d) your violation of any applicable law or regulation; (e) your violation of the rights of another (including but not limited to Service Providers), and (f) Your information and Content that you submit or transmit through the Company's properties. The Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any such claim or matter without the prior written consent of the Company.

21. NOTICE

You agree that the Company may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on the Site. All notices to the Company will be provided by either sending an email to support@InspectorVilla.com

22. INDEPENDENT SERVICE PROVIDERS

THE COMPANY PROVIDES A SOFTWARE PLATFORM WHICH ALLOWS YOU TO PURCHASE INSPECTOR BOOKINGS FROM THE COMPANY THAT THE COMPANY FULFILLS USING INDEPENDENT SERVICE PROVIDERS. THE COMPANY IS NOT THE EMPLOYER OF ANY SERVICE PROVIDER AND SERVICE PROVIDERS ARE NOT THE COMPANY'S AGENT FOR ANY PURPOSE WHATSOEVER. YOU ACKNOWLEDGE THAT THE INDEPENDENT SERVICE PROVIDERS ARE INDEPENDENT CONTRACTORS AND THE COMPANY DOES NOT SUPERVISE, DIRECT, OR CONTROL A SERVICE PROVIDER'S WORK IN ANY MANNER.

23. MISCELLANEOUS

This Agreement may not be re-sold or assigned by you. If you assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of the Company's rights if the Company fails to enforce any of the terms or conditions of this Agreement against you. In the event a court finds a provision in this Agreement to not be valid, you and the Company agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between you and the Company as a result of this Agreement or your use of the Company's properties. You acknowledge and agree that each of the Members shall be an intended third party beneficiary of this Agreement. Except as provided in the foregoing sentence, you agree that no other third party shall be a beneficiary of this Agreement.

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

TERMS AND CONDITIONS FOR INSPECTOR BOOKINGS (FOR CALIFORNIA RESIDENTS)

By using, accessing, or registering on this site, any related individual, market specific or other sites, and/or mobile applications related to Inspector Villa, Inc., Inspector Villae's List, Inc. d/b/a Inspector Villa Ads, HomeAdvisor, Inc. d/b/a Inspector Villa Leads, Handy Technologies, Inc., and their affiliates, parents, and subsidiaries (collectively, "Inspector Villa," the "Company" or "us") and/or participating in the Company's "Inspector Bookings", you ("you" or "User") hereby expressly acknowledge and agree to be bound by the terms and conditions of this Agreement and any future amendments and additions to this Agreement as we may publish from time to time (this "Agreement" or "Terms and Conditions"). This Agreement governs your use of our

services and platform that facilitates communications between Users and independent home service providers for Inspector Bookings offered through the Company, as it may be modified, relocated and/or redirected from time to time.

If you do not agree to accept and be bound by this Agreement, you must immediately stop using the Company's services. The Company's acceptance is expressly conditioned upon your assent to this Agreement in its entirety. If this Agreement is considered to be an offer by us, acceptance is expressly limited to this Agreement. By using the Company's services, you represent and warrant that: (i) you are at least 18 years old, are at least of the legally required age in the jurisdiction in which you reside, and are otherwise capable of entering into binding contracts; and (ii) you have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that you will so abide. Where you enter into this Agreement on behalf of a company or other organization, you represent and warrant that you have authority to act on behalf of that entity and to bind that entity to this Agreement. Except as set forth in preceding sentence, the right to use the Company's services is personal to you and is not transferable to any other person or entity.

IMPORTANT: PLEASE REVIEW THIS AGREEMENT CAREFULLY. IN PARTICULAR, PLEASE REVIEW THE MUTUAL ARBITRATION PROVISION IN SECTION 27 AND THE AUTOMATIC RENEWAL AND CANCELLATION PROVISIONS IN SECTIONS 3(c)-(e) AND 9(d)-(e).

Lead Program

You ("Service Professional" or "you") agree to participate in the Inspector Villa Lead Program (the "Lead Program"). Through the Lead Program, you will receive free leads from Inspector Villa, Inc. (collectively, "Inspector Villa") to provide proposals and potentially perform work on projects for homeowners if the homeowner so requests and Inspector Villa approves, as well as receive payment directly from Inspector Villa (the "IV Fee") for projects performed (each, a "Project"). The terms herein shall constitute a written agreement between you and Inspector Villa and are referred to herein as "the Agreement".

1. **LEAD PROGRAM PROJECTS.** For all Projects for which you receive a lead from Inspector Villa as part of this Lead Program, you agree that:
 - a. Before beginning work, you will provide Inspector Villa or the Customer with a written proposal or statement of work for the full Project (the "SOW") by creating it in the Inspector Villa Platform;
 - b. Each SOW shall become part of this Agreement;
 - c. You will not circumvent the Lead Program to try and win a project directly from a homeowner after receiving a lead as part of this Lead Program and/or providing your initial estimate and/or proposal to a homeowner and/or Inspector Villa, or engage with any real estate companies directly on listings brought to you by Inspector Villa in an effort to circumvent the Lead Program

- d. You will not request payment from the homeowner at any point, including for an estimate or proposal; e. You will not begin work, or contact the homeowner to begin work, until after Inspector Villa approves the SOW;
 - e. You will not modify the any IV Fee once approved by Inspector Villa, even if you later discover issues that would otherwise justify a price increase, except to the extent such a IV Fee is governed by a written change order approved by Inspector Villa;
 - f. You will perform all work in a good and workmanlike manner and in conformance with the standards upheld in your industry;
 - g. You will pull any necessary permits required for a Project, or, to the extent you believe no permit is required, represent and warrant that you have done the diligence to ensure that no permit is required, and will take full liability to the extent a permit is required despite your belief otherwise. In no circumstances will you require a homeowner to pull permits without Inspector Villa's prior approval.
 - h. To the extent permitted by applicable law, you will not place any liens on a property; and
 - i. You are not required to pursue any lead or accept any Project.
2. **LEAD PROGRAM PAYMENT AND FEES.** Unless otherwise mutually agreed upon in writing (email sufficient) to prior to the start of a job, you will be paid an agreed upon portion of the job total and Inspector Villa may receive a portion of the job total. If you owe Inspector Villa money (e.g., for damage caused to a homeowner, or for a canceled job for which you were already paid), you authorize Inspector Villa to use our payment processor to reverse payments to you. This reverse payment process would be initiated if either you confirm and agree to the reversal, or if you fail to respond to Inspector Villa's attempts to resolve the outstanding invoice.
3. **INDEPENDENT CONTRACTOR.** You understand and agree that you are an independent contractor and not an Inspector Villa employee or agent. You will be free from Inspector Villa's supervision, control and direction in the performance of all Projects and participation in the Lead Program. Inspector Villa shall not control or have any right to control the manner or means by which you perform any services.
4. **PROJECT DISPUTES.** If there is a dispute with the homeowner during the Project, Inspector Villa may, in its sole discretion, terminate the applicable SOW and remove you from the Project. If this occurs, you shall be entitled only to payment for a pro-rated amount of the SOW for work completed ("Pro-Rated Payment"). If the Pro-Rated Payment is less than the portion of the IV Fee paid by Inspector Villa to you at Project Initiation, you must remit the difference back to Inspector Villa within 14 days. Additionally, you agree that if you owe Inspector Villa money from a prior project (e.g., you received a down payment but the Project was cancelled), Inspector Villa may offset the monies you owe against any of your earnings on other Projects. Additionally, Inspector Villa may withhold amounts otherwise due under this Agreement or any other contractual arrangement between the parties to cover any costs or liability Inspector Villa has incurred or may incur for which you may be responsible hereunder or thereunder.
5. **INDEMNIFICATION.** You shall defend, indemnify and hold harmless Inspector Villa and its affiliates, parents, subsidiaries, and partners and their respective officers, directors, employees, agents, successors, and assigns, the homeowner, and any other entity that

requests or is in any way involved in making available, arranging and/or facilitating services through Inspector Villa from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind (including legal fees) arising out of or resulting from: (a) bodily injury, death of any person, theft or damage to real or personal property resulting from your acts or omissions, which shall include any acts or omissions of any assistants, helpers, subcontractors or other personnel engaged by you; and (b) your breach of any representation, warranty, or obligation under this Agreement. The Services that you provide pursuant to this Agreement are fully your responsibility. Inspector Villa is not responsible or liable for the actions or inactions of a customer or other third party in relation to the Services provided by you.

6. **INSURANCE.** It is your sole responsibility to obtain and maintain in full force and effect, without interruption during your participation in the Lead Program, the following minimum levels of insurance:
- a. Commercial General Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not, and including liability assumed under this Agreement) of you and any of your subcontractors who may be engaged in services under this Agreement, for claims of personal injuries (including death) and property damage resulting therefrom arising out of the services to be performed by you or your subcontractors, in an amount not less than \$1,000,000 for any one occurrence and \$2,000,000 in the general aggregate (subject to a per project general aggregate provision), as well as at least a \$2,000,000 Products/Completed Operations aggregate limit. This Commercial General Liability insurance shall be obtained and shall include coverage for ongoing and products/completed operations. Inspector Villa as well as its directors, officers and employees shall be named as additional insureds on such Commercial General Liability policy regarding liability arising out of operations performed under this Agreement.
 - b. Automobile Liability insurance covering the legal liability (including liability assumed contractually, whether incidental or not, and including liability assumed under this Agreement) of you and any of your subcontractors who may be engaged in services under this Agreement, caused by vehicles licensed for public road use used by you or your subcontractors in an amount not less than \$300,000 combined single limit. This Automobile Liability insurance shall provide coverage for owned, hired, or non-owned automobile or other automotive equipment.
 - c. The "additional insured" insurance coverage provided by you to Inspector Villa shall be primary and non-contributory.
 - d. All certificates of insurance must be provided by you to Inspector Villa prior to you beginning work on any Project.
 - e. You shall, in your agreements with your own subcontractors, require such subcontractors to obtain insurance meeting the minimum limits and incorporating the contractual requirements prescribed by this Section.
 - f. You hereby waive and relinquish any right of subrogation against Inspector Villa and its agents, representatives, employees, and affiliates that you might possess for any

- policy of insurance provided under this Section or under any State or Federal Workers' Compensation or Employer's Liability Act;
- g. You shall require your insurer(s) to notify Inspector Villa thirty (30) days prior to the effective date of any cancellation or material change in any of the required policies;
 - h. To the extent that you utilize deductibles in conjunction with the insurance required by this Agreement, all deductible expenses shall be assumed by you.
 - i. Your insurance must be free of language that would imply an Action Over Claim Exclusion or a NY Labor Law Exclusion
7. **LICENSES.** You agree to maintain licenses to the extent required by applicable law, and that you are solely responsible for ensuring that any assistants, helpers, subcontractors, or other personnel that you engage are also licensed in compliance with applicable law.
8. **TERM; TERMINATION.** This Agreement shall be effective as of the date you begin participating in the Lead Program and shall remain in effect unless and until terminated as set forth herein. Inspector Villa and Service Professional may terminate this Agreement immediately for breach. Additionally, you may terminate the Agreement for any reason upon fifteen (15) days' written notice, and Inspector Villa may, in its sole discretion terminate this Agreement at any time without notice.

Customer Home Inspection Submission

1. ACCEPTANCE OF THIS AGREEMENT

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

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

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

2. MODIFICATIONS TO THIS AGREEMENT AND PRIVACY POLICY

Inspector Villa reserves the right, in its sole discretion and at any time, to change, modify, or otherwise amend this Agreement and any other documents incorporated herein by reference. Inspector Villa will post any amended Agreements on its website in the same location where the prior Agreement was posted—i.e., where it is presented to you before submit your project (as defined below). It is your responsibility to review the Agreement for any changes. Your

continued use of the Program will signify your assent to, and acceptance of, the amended Agreement. If you do not agree to abide by this or any amended Agreement, you are prohibited from participating in the Program.

You agree to be bound by Inspector Villa's Privacy Policy.

3. DESCRIPTION OF PROJECT SUBMISSION PROGRAM

The Projects Submission Program is intended to provide a quick and easy way for Inspector Villa members or non-member visiting Inspector Villa's website, mobile application, or other Inspector Villa tools or platform ("Customers") to find an eligible service provider who is interested in accepting a home improvement project (the "Program"). The goal is to connect Customers like you with a service provider who will quickly communicate with the Customer their availability and acceptance of the project should the Customer select them to perform the work.

4. INFORMATION YOU PROVIDE TO US/TCPA CONSENT

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

Villa services by you. You are responsible for any use of the Program or any other Inspector Villa services by persons to whom you intentionally or negligently allow access to your password.

5. YOUR CONDUCT

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

1. Are above the age of eighteen (18);
2. Will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
3. Will not submit any Projects or content that may be considered by Inspector Villa to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. Will submit thorough and thoughtful Projects that will provide service providers with accurate and detailed information sufficient for them to understand the Project you would like to have completed;
5. Will not submit Projects or content that comment on other service providers or Customers;
6. Will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Inspector Villa, or otherwise attempt to mislead others as to your identity;
7. Will not submit Projects or content that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform;
8. Will not access, download or copy any content contained on our Platform through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. Will not post non-local or otherwise irrelevant Projects or content, repeatedly post the same or similar Projects or content, or otherwise impose an unreasonable or disproportionately large load on our Platform;
10. Will not take any action that would undermine the Program or Platform;
11. Will not attempt to gain unauthorized access to the Platform, other user accounts, or other computer systems or networks connected to the Platform;
12. Will not use the Platform in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
13. Will not use the Platform in any way that could interfere with the rights of Inspector Villa or the rights of other users of the Platform;
14. Have sufficient rights in and to all content that you provide, transmit or otherwise convey to Inspector Villa in connection with the Program;
15. Agree not to re-sell or assign your rights or obligations under this Agreement;

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

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

6. INSPECTOR VILLA IS NOT A SERVICE PROVIDER, MERCHANT OF RECORD, OR GENERAL CONTRACTOR

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

7. PUBLICATION AND DISTRIBUTION OF CONTENT

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

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

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

8. SERVICE PROVIDERS

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

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

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

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

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

11. MINIMUM AGE

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

12. LIMITED LICENSE

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

13. MODIFICATION, LIMITATION, AND DISCONTINUANCE

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

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

14. DELAYS

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

15. FEEDBACK

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

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

16. COPYRIGHT MATERIALS

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

17. WARRANTY DISCLAIMER

YOU UNDERSTAND AND AGREE THAT THE PROGRAM AND PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT INSPECTOR VILLA ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PROGRAM AND PLATFORM. INSPECTOR VILLA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) SERVICES WILL BE UNINTERRUPTED, TIMELY PERFORMED, SECURE OR ERROR-FREE, (B) ANY CONTENT OR INFORMATION YOU PROVIDE OR INSPECTOR VILLA COLLECTS WILL NOT BE DISCLOSED, (C) ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED IN CONNECTION WITH A SERVICE CONTRACT WILL BE FREE FROM DEFECT, OR (D) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT THE PARTICIPATION IN THE PROGRAM AND USE OF THE PLATFORM IS AT YOUR OWN RISK. IN SOME JURISDICTIONS, DISCLAIMERS OF IMPLIED WARRANTIES ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU AS THEY RELATE TO IMPLIED WARRANTIES.

18. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT INSPECTOR VILLA WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF INSPECTOR VILLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM THIS AGREEMENT, YOUR USE OF THE PROGRAM AND PLATFORM, OR ANY OTHER MATTER RELATING TO THE SITE OR ANY SPECIFIC SERVICE REQUEST. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

TO THE EXTENT INSPECTOR VILLA IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OR OPERATION OF THE PLATFORM, INSPECTOR VILLA'S

LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF THE VALUE OF THE SERVICE YOU RECEIVED THROUGH THE PROGRAM.

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

19. INDEMNIFICATION

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

24. LIMITATIONS PERIOD

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

25. NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by Inspector Villae's List, Inc. d/b/a Inspector Villa, 130 E. Washington St., Indianapolis, Indiana 46204. If you have any questions, concerns, or complaints regarding the Services, please contact Inspector Villa, Inc. by (i) signing

into your account and visiting Member Support to chat with a specialist; or (ii) sending an email to support@inspectorvilla.com.

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

26. ASSIGNMENT

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

27. WAIVER

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

28. SEVERABILITY

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

30. BINDING EFFECT

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

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

31. PROVISIONS REMAINING IN EFFECT

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Intellectual Property and License

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