

## TERMS & CONDITIONS

This Web site is offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the "Terms and Conditions"). Your use of this Web site constitutes your agreement to all such terms, conditions, and notices in effect at such time.

If you have any questions regarding these Terms & Conditions, you may contact us at [www.HomeServicesLink.com](http://www.HomeServicesLink.com). We may amend these Terms & Conditions at any time. These Terms & Conditions were last updated on 2/22/2008.

**1. SERVICES.** At HomeServicesLink, our mission is to make your experience a positive one. Upon entering your information and the request for which you would like a service, we will have a service professional(s) in your area who may be interested in fulfilling your service request contact you. However, we do not guarantee that we will be able to match your service needs with a service professional or that there are service professionals in your area that either are capable or willing to complete your service needs. Although we take certain steps to examine the credentials of our listed service professionals, we make no guarantees or representations regarding the skills or representations of such service professional or the quality of the job that he or she may perform for you if you elect to retain their services. HomeServicesLink does not endorse services of any particular service professional. It is entirely up to you to enter into a direct contract or otherwise reach agreement with a service professional, and we do not guarantee or warrant their performance on the job or the outcome or quality of the services performed. The service professionalá are not employees or agents of HomeServicesLink, nor is HomeServicesLink an agent of the service professionals. HomeServicesLink does not perform, and is not responsible for, any of the services requested by you in your service request. Your rights under contracts you enter into with service professionals are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. Should you have a dispute with any service professional, you must address such dispute with the service professional directly, AND YOU HEREBY AGREE TO RELEASE HOMESERVICESLINK (AND OUR OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS) AND ANY OTHER PERSON, FIRM, OR ENTITY (INCLUDING OUR BUSINESS PARTNERS SUCH AS A PRODUCT MANUFACTURER OR SUPPLIER) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH SERVICE PROFESSIONALS.

**2. RESOLUTION PROCESS AND LIMITED SERVICE GUARANTEE.** While we cannot guarantee the work performed by a referred service professional, and while we have no obligation to you with regard to your relationship with a service professional, HomeServicesLink will try and assist you in resolving any

workmanship problems that may arise in the course of a home improvement repair or maintenance project and which may be the fault of a service professional who you learned about through the HomeServicesLink service. Although we have no such obligation, we may, upon your request, provide limited assistance in resolving disputes between you and a service professional. You must participate and use good faith efforts to resolve problems. If, in its sole discretion, HomeServicesLink determines that you have not participated and cooperated in good faith in the resolution process, HomeServicesLink may terminate such assistance. Such limited assistance in no way nullifies the release and indemnification described in these Terms & Conditions.

**3. INFORMATION YOU PROVIDE TO US.** Upon using the HomeServicesLink services, you will be prompted to disclose certain information about yourself and your service requirements. Some of this information will be sent to service professionals who will need this information to respond to you or to other persons or entities in connection with our business. 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 professionals and providers via phone, fax, email, mail or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the services set forth on our site, to reasonably address matters pertaining to your account or for other purposes reasonably related to your service request and our business, including marketing related emails. For complete details on our use of your information, please see our privacy statement. You agree that by completing a service request, you are entering into a business relationship with HomeServicesLink and its partners and thus agree to be contacted by HomeServicesLink and/or its partners. You promise that all information 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 HomeServicesLink has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, HomeServicesLink has the right to refuse any current or future use of the HomeServicesLink services (or any portion thereof) by you.

**4. USE OF HOMESERVICESLINK SERVICES.** You acknowledge and agree that your use of the HomeServicesLink service is for your personal use and not for any commercial or advertising purposes. You agree that all of the content and information posted on the HomeServicesLink Web site is the sole and exclusive property of HomeServicesLink, and that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request. You acknowledge that a violation of the foregoing could result in significant damages, and you agree that you are liable to HomeServicesLink for any such damages, and will indemnify HomeServicesLink in the event of any third party claims against HomeServicesLink based on or arising from your violation of the

foregoing. We reserve the right to revoke your access to the HomeServicesLink web site and services at any time. All information about service professional is confidential and for your personal use only. If it is determined or suspected by HomeServicesLink in its sole discretion that you are misusing or attempting to misuse or circumvent the HomeServicesLink services or system, or are using or attempting to use them for any inappropriate, non-personal, or commercial purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, HomeServicesLink reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

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 HOMESERVICESLINK AND ITS SERVICE PROFESSIONAL PARTNERS, 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 IN A SERVICE REQUEST, INCLUDING BUT NOT LIMITED TO SOME ONE 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 HOMESERVICELINK AND EACH HOMESERVICELINK SERVICE PROVIDER WHO ACCEPTS SUCH SERVICE REQUESTS, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF \$11,000 TO EACH OF HOMESERVICESLINK AND EACH OF THE AFFECTED SERVICE PROFESSIONALS 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, WHICH EVER IS GREATER.

**5. NOTICE SPECIFIC TO DOCUMENTS AND INFORMATION AVAILABLE ON THIS WEB SITE.**

Permission to use documents (such as press releases, datasheets, content, informational items and FAQ) from the HomeServicesLink 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 HomeServicesLink. 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 HomeServicesLink web site or any other HomeServicesLink owned, operated, licensed or controlled site. Elements of HomeServicesLink web sites 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 HomeServicesLink web site may be copied or retransmitted unless expressly permitted by HomeServicesLink. HOMESERVICESLINK 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. HOMESERVICESLINK 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 HOMESERVICESLINK WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. HOMESERVICESLINK 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.

**6. LINKS TO THIRD PARTY SITES.** The links in the HomeServicesLink web site will let you leave the HomeServicesLink web site. The linked sites are not under the control of HomeServicesLink and HomeServicesLink 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. HomeServicesLink is not responsible for web casting or any other form of transmission received from any linked site. HomeServicesLink is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by HomeServicesLink of the site.

**7. SERVICE PROFESSIONAL PRESCREENING PROCEDURES AND DISCLAIMERS.**

HomeServicesLink uses the following criteria as part of its registration enrollment process ("registration") for new service professionals applying for membership in our network:

Licensing - HomeServicesLink confirms at the time of a service professional's registration, that a prospective new member has all applicable required state-level trade licensing. Certain states may require state-level licensing for projects above specified dollar amounts. We recommend you confirm these licensing requirements with the business and the applicable state and local licensing authorities. In some states, licensing may be required by the county or local authority in which the work is being performed. We recommend you confirm these licensing requirements before proceeding with your project. Larger projects often require the use of sub-contractors for specific types of work (for example, a kitchen remodel may require an electrician or plumber). We recommend you verify that all the sub-contractors doing work on your project carry the appropriate licensing. Given the unique nature of California licensing, HomeServicesLink relies on representations of service professionals that are using a California General building contracting license to cover home improvement tasks, that such service professionals are performing more than one task as defined and required by California licensing rules. We always recommend that you ask the business to provide you with a copy of their license.

Insurance/Bonding - Where relevant, HomeServicesLink confirms general liability insurance coverage or bonding information presented by member service professionals in their application at the time of their registration with HomeServicesLink. HomeServicesLink confirms such coverage via the service professional's insurance agent. HomeServicesLink does not confirm general liability coverage for certain categories of service professionals where such coverage is deemed not relevant, including but not limited to: Appraisers; Architects; Engineers; Consultants; Pre-Manufactured Cabinet Makers; Organizers; Permit Services; Disability Planners; Alarm System Monitors; Toxic Materials; Toxic Material Testing.

Sex Offender Search - Please note that only a fingerprint match can guarantee an accurate match for a sex offender search. We recommend that you check the applicable state sex offender website for any individual that will be performing work in your home.

Identity Verification (Reverse Phone Lookup) - We conduct a reverse business phone lookup to confirm that the phone number provided matches the phone listing for the business.

Verify Customer References - When available, HomeServicesLink requests and contacts previous customer references provided by the business to solicit performance feedback from consumers with whom the service professional has worked.

NOTE: Member service professional information confirmed at the time of application as described above may change or expire over time; while HomeServicesLink attempts to maintain accurate and up-to-date information, and confirms changes when notified, we perform screening solely at the time the member applies for membership in the HomeServicesLink network, and therefore, we cannot guarantee that application and screening information is accurate. Therefore, we recommend that before working with a

service professional you verify that information presented in the service professional's application is still current and/or acceptable to you.

The above procedures may change from time to time at the sole discretion of HomeServicesLink.

HomeServicesLink believes that it uses commercially reasonable methods to check these matters but does not make any representations or warranties that members are appropriately licensed, free of significant state-level civil legal judgments, or carry appropriate general liability insurance or bonding at the time of registration, during the period they are members, or thereafter. As circumstances can change daily, HomeServicesLink advises consumers to check these matters for themselves especially at future dates. HomeServicesLink does not represent or warrant that the information received from state, provincial or other government agencies or from third party sources is accurate, error free, or that it is up to date or updated at the time that HomeServicesLink checks such information. Most agencies have periodic update cycles or schedules and this information is not updated on a real-time basis by such agencies and third party sources.

DISCLAIMER: HOMESERVICESLINK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE SCREENING PROCESS, CRITERIA, PROCEDURES, OR INFORMATION OBTAINED OR PRESENTED IN THE SCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.

**8. INDEMNIFICATION.** YOU AGREE TO INDEMNIFY HOMESERVICESLINK, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDERS, AND OTHER PARTNERS AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE HOMESERVICESLINK SERVICES OR IN CONNECTION WITH THE HOMESERVICESLINK WEB SITE OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

**9. GENERAL PROVISIONS.** You acknowledge and agree that the HomeServicesLink services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and HomeServicesLink's sole obligation to you or any third party for any claim arising out of your use of the HomeServicesLink services or the HomeServicesLink web site, is that you are free to discontinue your use of the HomeServicesLink services or the HomeServicesLink web site at any time. EXCEPT AS EXPRESSLY SET FORTH HEREIN, HOMESERVICESLINK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR

FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT HOMESERVICESLINK SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF HOMESERVICESLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. The Terms and Conditions will inure to the benefit of HomeServicesLink's successors, assigns and licensees. If any provision of these Terms and Conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of HomeServicesLink to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the HomeServicesLink services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. These Terms and Conditions are governed by the laws of the State of Ohio as such laws are applied to agreements entered into and to be performed entirely in the State of Ohio and between Ohio residents. You agree to submit to jurisdiction in Ohio and that any claim arising under these Terms and Conditions will be brought solely in a court in Hamilton County, Ohio.

**10. OUT OF NETWORK REFERRALS.** In the event that HomeServicesLink is unable to match you with a service professional that is a member of the HomeServicesLink network, HomeServicesLink will inform you of such prior to providing your request information to a service professional that is not a prescreened member of the HomeServicesLink network