

Project Advisor, Fixed Price Services, and Project Submission Customer Agreement



For Project Advisor Terms, click here.

For Fixed Price Services, click here.

Project Submission are as follows:

Acceptance of this Agreement

Your access to, use of, or participation in this Angie's List Projects Submission Program (as defined below) is subject to this Angie's

List's Projects Submission Customer Agreement ("Agreement") and all applicable Angie's List regulations, guidelines, and agreements. This Agreement and the Angie's List Privacy Policy, which is hereby incorporated herein, constitute a legally-binding contract between you and Angie's List, Inc., a Delaware corporation ("Angie's List").

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. Angle's List reserves the right to immediately terminate this Agreement for any reason at any time.

#### Modifications to this Agreement or Privacy Policy

Angie's List 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. Angie's List 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.

# Description of the Projects Submission Program

The Projects Submission Program is intended to provide a quick and easy way for Angie's List members or non-member visiting Angie's List's website, mobile application, or other Angie's List 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.

#### Information you provide to us/TCPA consent

Upon using Angie's List, 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 Angie's List 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 Angie's List 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 Angie's List and/or a Service Provider and thus agree to be contacted by Angie's List 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 Angie's List has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Angie's List has the right to refuse any current or future use of the Program (or any portion thereof) or any other Angie's List services by you. You are responsible for any use of the Program or any other Angie's List services by persons to whom you intentionally or negligently allow access to your password.

#### Service Providers

Through the Program, you may be presented with a list of Service Providers who have profiles on Angie's List but who may OR MAY NOT be "Angie's List Certified." Additionally, you may be presented with Service Providers who are part of the HomeAdvisor network. Accordingly, upon your submissions of a Service Request, and agreement to these Terms & Conditions, we will provide your contact information, and other information provided by you in your Service Request, to the Service Professionals and to HomeAdvisor.

Service Professionals who are designated "Angie's List Certified" have met the following eligibility criteria:

- 1. Have an Overall "A" or "B" rating from member reviews, if the Service Provider has any ratings (please note, a Service Provider who has not yet received any ratings may also be eligible to participate in the Program);
- 2. Have passed all background checks established by Angie's List;
- 3. Attest that they possess all applicable state and local licensing, registration, or other trade requirements to provide service for the Project or the project described in the Lead; and
- 4. Be in good business standing with Angie's List.
- 5. Service Provides who have not been designated "Certified" may or may not meet these criteria.

#### **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 Angie's List 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 Angie's List, 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 Angie's List 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 Angie's List 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 your personal purchasing decisions, the express written consent of Angie's List, which consent may be withheld by Angie's List 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 Angie's List services if your account previously has been terminated by Angie's List or if you previously have been banned from using the services.

The content that you provide does not reflect the views of Angie's List, its officers, managers, owners, employees, agents, designees or other users. In addition, Angie's List 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. Angie's List 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, Angie's List 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

# Angie's List Is Not a Service Provider, Merchant of Record, or General Contractor

Angie's List 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. Angie's List 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. Angie's List is merely operating the Program and Platform that help connect you with the service provider interested in your Project.

# Responsibility of Service Provider

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.

#### **Publication and Distribution of Content**

Angie's List does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the Platform. You acknowledge that Angie's List 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 Angie's List 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 Angie's List has no obligation to screen, preview, monitor or approve any content published by you, a service provider, or a third party. However, Angie's List 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 Angie's List 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 Angie's List relating to your content or the content or a service provider or other third party, and release Angie's List from any and all liability for or relating to any such content.

#### Service Providers

Angie's List 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, Angie's List 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 Angie's List. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging service providers.

You agree that Angie's List 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 Angie's List relating to any interactions or dealings with any service provider, and release Angie's List from any and all liability for or relating to any interactions or dealings with service providers.

Angie's List may, in its sole discretion, have criminal and/or financial background checks conducted on certain service providers. By having such background checks conducted, ANGIE'S LIST DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 17 (WARRANTY DISCLAIMER), OR SECTION 18 (LIMITATION OF LIABILITY).

# Minimum Age

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

#### Limited License

By agreeing to this Agreement, Angie's List 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 Angie's List.

#### Modification, Limitation, and Discontinuance

Angie's List reserves the right to, at any time and without notice, limit access to, modify, change or discontinue the Program. You agree that Angie's List 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 Angie's List may establish general practices, policies and limits, which may or may not be published, concerning the use or operation of the Program.

### **Delays**

Angie's List 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.

#### Feedback

Angie's List appreciates hearing from you, as well as our other users, and welcomes your comments regarding the Program and any other Angie's List 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 Angie's List. In addition, none of the Submissions will be subject to any obligations of confidentiality and Angie's List will not be liable for any future use or disclosure of such Submissions.

# 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 Angie's List or used with the express permission of the owner of such Copyright Materials and are protected by all United States and international copyright laws.

### Warranty Disclaimer

You understand and agree that the PROGRAM AND PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT ANGIE'S LIST ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PROGRAM AND PLATFORM. ANGIE'S LIST 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 ANGIE'S LIST 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.

You understand that the Program is expressly excluded from Angie's Service Quality Guarantee.

### Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANGIE'S LIST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST 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 ANGIE'S LIST IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OR OPERATION OF THE PLATFORM, ANGIE'S LIST'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 ANGIE'S LIST CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT TO ANGIE'S LIST 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 ANGIE'S LIST, 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 18) SUFFERED BY YOU AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. 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 ANGIE'S LIST. 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 18. YOU HEREBY UNDERSTAND AND AGREE THAT ANGIE'S LIST SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

#### Identification

You agree to indemnify, defend and hold harmless Angie's List, 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. Angie's List will have sole control of the defense of any such damage or claim.

# Breach of Agreement and Liquidated Damages

- You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Angie's List
  to pursue legal action to enforce the terms and conditions of this Agreement, you will be liable to pay us the following
  amounts as liquidated damages, which you accept as reasonable estimates of Angie's List's damages for the specified
  breaches of this Agreement.
- 2. If you post content in violation of this Agreement, you agree to promptly pay Angie's List One Thousand Dollars (\$1,000) for each item of content posted in violation of this Agreement. We may (but shall not be required to) to issue you a warning before assessing damages.
- 3. If you display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any content in violation of this Agreement, you agree to pay One Thousand Dollars (\$1,000) for each item of content displayed, copied, duplicated, reproduced, sold, resold or exploited in violation of this Agreement.
- 4. If you use computer programming routines that are intended to aggregate records or content from the Platform or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform, you agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by you.
- 5. Except as set forth in the foregoing subsections (a) through (c), inclusive, you agree to pay the actual damages suffered by Angie's List, 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 this Agreement, 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 this Agreement, or any combination thereof.

#### **Notice**

You agree that Angie's List may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting the notices on the Platform. All notices to Angie's List will be provided by either sending: (i) an email to; or (ii) a letter, first class certified mail, to Angie's List, Inc., 1030 East Washington, Indianapolis, Indiana 46202, Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), Angie's List will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is: Angie's List, Inc., 1030 E. Washington St., Indianapolis, IN 46202, Attn: Designated Agent, or email to Email: copyrightagent@angieslist.com.

If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work's copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

- 1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- 2. Identification of the copyrighted work or trademark claimed to have been infringed, or, if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
- 3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- 4. Information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
- 5. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
- 6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Angie's List will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

# Governing Law and Time Limitations for Claims

The Program, the Platform, this Agreement, and your relationship with Angie's List shall be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Marion County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Angie's List may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action you bring arising out or related to your use of the Program, the Platform, this Agreement, or your relationship with Angie's List shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

#### **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 Angie's List.

#### 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.

# 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.

#### **Entire Agreement**

This Agreement along with the Angie's List Terms of Use, Privacy Policy, and Membership Agreement (if applicable) entered into by you and Angie's List governs your use of the Program and Program and constitutes the entire agreement between you and Angie's List with respect to the Program. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Angie's List regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between you and third parties, including but not limited to, any service contract you enter into with a service provider. You represent and warrant that those third party agreements (including the any such service contract) do not interfere with your obligations and duties to Angie's List under this Agreement.

# Provisions Remaining in Effect

After termination of this Agreement or you are no longer a user of Angie's List, certain provisions of this Agreement will continue to remain in effect, including without limitation, Sections 6-10, 12, 15-22, 24-26.

# **Binding Effect**

This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of you and Angie's List 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.