

## ANGIE'S LIST DEALS TERMS AND CONDITIONS

Last updated on January 22, 2018

In addition to helping consumers research, hire, rate, and review a variety of service contractors and health related professionals (collectively, "Service Providers"), Angie's List, Inc. ("Angie's List") allows Service providers to offer consumers promotional deals on Service Provider's Profile Page and in other locations on the Angie's List platform ("Deals").

### 1. ACCEPTANCE OF TERMS

Deals are available on the Angie's List website, mobile applications, or as otherwise communicated to the consumer and the various content, features, and services offered on and in connection with these sites and applications (collectively, the "Deal Services") are owned and operated by Angie's List and can only be accessed and used by you under the terms and conditions described below ("Terms and Conditions").

These Terms and Conditions incorporate by reference the Angie's List Website [Terms of Use](#), the Angie's List [Privacy Policy](#), and any other supplemental terms, legal notices, or other communications provided to you.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, DOWNLOADING, USING OR ATTEMPTING TO USE ANY DEAL SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE OR ATTEMPT TO USE ANY DEAL SERVICES.

### 2. MODIFICATIONS OF TERMS AND CONDITIONS

Angie's List may, in its sole discretion, modify these Terms and Conditions at any time effective upon posting the modified Terms and Conditions on and in connection with the Deal Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Deal Services to obtain timely notice of such changes, and if you do not agree to the amended terms, you agree to immediately stop using the Deal Services and to provide Angie's List notice to remove you from any distribution lists or other communication list that are available to you through your use of the Deal Services. YOUR CONTINUED USE OF THE DEAL SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS AND CONDITIONS.

### 3. THE SERVICE PROVIDER IS THE ISSUER

Except as may be otherwise expressly specified, Deals are provided using a promotional voucher and/or code applicable for Service Provider goods and services ("Voucher"). The Service Provider is the issuer of the Voucher and is solely responsible for honoring the Voucher. As issuer of the Voucher, the Service Provider shall be solely responsible for honoring the Voucher with respect

to the good and/or services stated therein and for the provision of those goods and/or services. The Service Provider is also solely responsible for all goods and services it provides to you and for any and all injuries, illnesses, damages, claims, liabilities, losses, and costs, as well as for any unclaimed property liability arising from unclaimed Vouchers (collectively, "Liabilities") it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or claim of a Voucher or not.

Except as may be otherwise specified, Angie's List is solely an advertiser of the Service Provider's goods or services and the Deals are solely advertisements of the Service Provider's goods or services.

Angie's List does not endorse and is not responsible or liable for any advertising, products, goods or services available or unavailable from, or through, any Service Providers including through any Deal Services. Your dealings any Service Provider, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Provider and do not involve Angie's List. You should make whatever investigation or other resources that you deem necessary or appropriate before claiming any Voucher and/or hiring or engaging any 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 Service Provider.

You hereby irrevocably waive all rights related to, and release Angie's List and its subsidiaries, affiliates, partners, officers, directors, employees and agents from, any Liabilities arising from or related to any act or omission of a Service Provider in connection with your use of a Voucher or the products and/or services it provides in connection with it.

#### 4. USE OF VOUCHERS AND OTHER DEAL SERVICES

Except as may be otherwise expressly specified, Deals are provided using a promotional voucher applicable to Service Provider goods and services ("Voucher"). The Deal Services, including promotion of each offer and the claiming or honoring of Vouchers, is an advertisement for the Service Provider by Angie's List.

In addition to these Terms and Conditions, you also agree to be bound by all additional terms specific to each Deal Promotion provided at the time you claim an Offer ("Deal Terms"). In the event of a conflict between these Terms and Conditions and any Deal Terms, the Deal Terms will control, except to the extent prohibited by law.

The below terms and conditions shall apply to each and every promotion offered through the Deal Services unless otherwise expressly specified.

- Deals are not redeemable for cash or other good or service not specified in the Deal Promotion.
- Neither Angie's List nor the Service Provider is responsible for lost or stolen Deals or other Deal Promotion indicators, references, promotional numbers or codes.
- Duplicate use, sale, or trade of Deals or Voucher is prohibited.
- Any attempted claim of a Deal or Voucher not consistent with these Terms and Conditions and Deal Terms will render the Voucher and the Deal null and void.
- Except as required by law, Service Providers are not required to provide credit or cash back for the partial claim of a Voucher.
- Unless otherwise specified in the Deal Terms, Deals do not include any taxes, tips, shipping or handling charges, or other additional charges typically not included in the sales price of goods or services. Any such additional charges may be charged to you by the Service Provider at the time you claim your Deal.
- Deals are only claimable on a one-time basis in whole and not in part or incrementally.

#### 5. GUARANTEES

SERVICE QUALITY GUARANTEE – If you are an Eligible Member and are not satisfied with the quality of your Qualified Purchase and submit a Service Quality Claim, we will make it right by (i) working with you and the service provider (or alternative service provider) to resolve the quality issue; or (ii) reimburse you up to your Purchase Price, up to \$5,000, subject to the terms and conditions set forth in Exhibit A.

#### 6. MINIMUM AGE

If you are under the age of eighteen (18), you are prohibited from using, accessing, or claiming any of the Deals or Vouchers.

#### 7. DEAL VOID WHERE

PROHIBITED Any Deal is void where

prohibited.

#### 8. MODIFICATION, LIMITATION AND DISCONTINUANCE

Except as otherwise required by law, Angie's List reserves the right at any time to limit access to, modify, change or discontinue any Deal Services with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of any Deal Services. 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 any of the Deal Services. You agree that Angie's List may establish general practices, policies and limits, which may or may not be published, concerning the use of any of the Deal Services. Deals and Vouchers are subject to cancelation any time prior to use.

#### 9. FEEDBACK

Angie's List appreciates hearing from You, as well as our other users, and welcomes your comments regarding any of the Deal Services. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which 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 information (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.

#### 10. WARRANTIES AND DISCLAIMERS

You understand and agree that THE DEAL SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT NEITHER ANGIE'S LIST, ITS SUBSIDIARIES, AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE

RESPONSIBLE OR LIABLE WITH RESPECT TO ANY OF THE DEAL SERVICES. ANGIE'S LIST 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 THAT (A) ANY DEAL SERVICES WILL MEET YOUR REQUIREMENTS, (B) ANY DEAL SERVICES OR YOUR RELATED PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) ANY CONTENT OR INFORMATION YOU PROVIDE OR ANGIE'S LIST COLLECTS WILL NOT BE DISCLOSED, (D) ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED PURSUANT TO ANY DEAL SERVICES WILL BE FREE FROM DEFECT OR DISSATISFACTION, (E) ANY ERRORS IN ANY PRODUCT OR SERVICE WILL BE CORRECTED. YOU AGREE THAT THE PARTICIPATION IN THE OFFER SERVICES, USE OF PRODUCTS OR SERVICES OFFERED BY AND THROUGH ANGIE'S LIST, AND THE ANGIE'S LIST SITE AND SERVICES 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.

#### 11. 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 PARTICIPATION IN THE DEAL SERVICES, OR ANY OTHER MATTER RELATING TO THE ANGIE'S LIST SITE AND SERVICES, THE DEAL SERVICES, OR ANY SPECIFIC DEAL PROMOTION. 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 OF ANY OF THE OFFER SERVICES, ANGIE'S LIST'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF THE VALUE OF THE SPECIFIC VOUCHER OF THE DEAL SERVICES.

#### 12. INDEMNIFICATION AND RELEASE

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) your use, access to, or claiming of any Voucher, any specific Deal or the Deal Services generally; (b) any violation of this Agreement by you; (c) any goods or services purchased by you pursuant to the Deal Services or Vouchers; or (d) 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.

You are solely responsible for your interactions with Service Providers and other users of the Angie's List Website. To the extent permitted under applicable laws, you hereby release Angie's List from any and all claims or liability related to any product or service of a Service Provider, any action or inaction by Service Provider, including Service Provider's failure to comply with applicable law and/or failure to abide by the terms of a Voucher or Deal Services, and any conduct or speech, whether online or offline, of any other party.

### 13. ENTIRE AGREEMENT

These Terms and Conditions, as they incorporate the Angie's List Website Terms of Use and Angie's List, Privacy Policy and all other relevant supplemental terms and Voucher Terms, govern your use of the Deal Services and constitute the entire agreement between you and Angie's List with respect to the Deal Services. 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, Service Providers and others. You represent and warrant that those third party agreements do not interfere with your obligations and duties to Angie's List under this Agreement.

### 14. GOVERNING LAW

This Agreement and the relationship between you and Angie's List will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Indianapolis, 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 arising out or related to your use of the Site or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

### 15. MISCELLANEOUS

If you breach any term of these Terms and Conditions or other agreement with Angie's List, Angie's List may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Angie's List's remedies are cumulative and not exclusive. Failure of Angie's List to exercise any remedy or enforce any portion of the Terms and Conditions 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 these Terms and Conditions 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 and you and Angie's List agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. These Terms and Conditions are not assignable, transferable or sublicensable by you except with Angie's List'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 Angie's List as a result of these Terms and Conditions 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 and Conditions.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SITE OR PARTICIPATE IN ANY OF THE DEAL PROGRAMS BY USING THE SITE, 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.

## Exhibit A

### Angie's List's Service Quality Guarantee

When an Eligible Member makes a Qualified Purchase of a Qualified Service, Angie's List will guarantee the Service Quality (as defined below). If the Eligible Member is not satisfied with the Qualified Service, Angie's List will either: (i) work with the Eligible Member and the service provider (or alternative service provider) to resolve the quality issue; or (ii) reimburse the Eligible Member up to the Purchase Price, not to exceed \$5,000, subject to the following terms and conditions:

1. Service Quality Guarantee is available to Angie's List Silver and Gold members ("Eligible Member"). A member's eligibility status is determined, and must be met, at both the time of (i) purchase of the Qualified Services and (ii) initiation of the Service Quality Claim.
  - For example: If a Gold Member purchases Qualified Services, but downgrades her membership to Green before initiating the Service Quality Claim, then she is not an Eligible Member. Non-member Consumers and Green members are encouraged to upgrade prior to making the Qualified Purchase.
  - Service Quality Guarantee is not available in conjunction with any other guarantees or offers.
  - At no time shall Eligible Member be entitled to recover from Angie's List more than the lesser of the purchase price paid for Qualified Service or \$5,000.
2. Only Deals claimed directly on the Angie's List marketplace are eligible ("Qualified Services").
  - For example, if Eligible Member researches a service provider on our List and then purchases services directly from the service providers (including submitting requests through LeedFeed), she would not have purchased Qualified Services (i.e., Service Quality Guarantee is not available).

Qualified Services does not include additional (or upgraded) services purchased directly from the service provider.

- For example: if Eligible Member purchases carpet cleaning for 3 rooms, and then purchases an additional 2 rooms directly from the service provider at the time of performance – then Qualifying Services only includes the 3 rooms purchased directly from Angie's List.

To benefit from the Service Quality Guarantee, only purchases made pursuant to Vouchers are eligible ("Qualified Purchase").

- For example: If Eligible Member purchases toilet repair service from Angie's List and such service is satisfactorily performed, then the Eligible Member calls the same service provider to repair a leaky faucet the next week, the faucet repair does not constitute a Qualified Service.

Qualified Services does not include or any of Angie's List's other programs or services.

- Service Quality Guarantee is not available for purchases of (i) goods or products; or (ii) health services, including without limitation, chiropractic consultations, massages, chiropractic exams, foot reflexology, eye exams, tooth whitening, dental exams, dental cleaning and x-rays, etc.
3. The guarantee for "Service Quality" is available if the Eligible Member is reasonably unsatisfied with the quality of performance of the Qualified Services. Angie's List, in its sole reasonable discretion, reserves the right to determine whether the Qualified Services were performed in a reasonably satisfactory manner.
    - For example: A Service Quality issue occurs when an Eligible Member made a Qualified Purchase for up to 1000 linear ft. of gutter cleaning. The service provider only cleaned 600 ft. of gutters (i.e., failed to meet minimum requirements of the offer described in the Qualified Services).
    - For example: Eligible Member made a Qualified Purchase in which service provider was to install blinds, the quality of installation was poor leaving 3 inch gaps at edges (i.e., failed to meet Eligible Member's reasonable quality standards).
    - Although frustrating, difficulty in scheduling, late start time or a service provider's slow responsiveness are not elements of service quality satisfaction. Members dissatisfied with these performance elements are encouraged to submit a member review evaluating these elements for such service provider.
    - Dissatisfaction with pricing of Qualified Services is not an element of service quality.
  4. Eligible Member must attempt to contact the services provider about addressing the service quality issue(s) and wait at least two (2) business days for a response. Many service satisfaction issues arise from miscommunication of expectations; most service providers want satisfied customers and are willing to quickly address the satisfaction concern to gain repeat customers.
    - For example: The self-help requirement is satisfied in each of the following circumstances: (i) if an Eligible Member left voice message(s)

with service provider, but the service provider has failed to return call within two (2) business days; (ii) if service provider returned to home and was still unable to meet Eligible Member's service quality expectations.

5. Before Eligible Member can submit a Service Quality Claim, Eligible Member must first submit a member review of Qualified Service on Angieslist.com, describing (i) the Eligible Member's honest and accurate description of the performance of Qualified Service; (ii) specify the item(s) contributing to the member's dissatisfaction with the services performed. Angie's List expressly disclaims any control or influence on the member's review.
  - Members are encouraged to submit reviews early in the process. The member review is the ideal opportunity to ensure alignment of expectations and communications to resolve any issues. The earlier the member review is submitted, the higher the likelihood for happy outcomes by all parties.
  - Members always have an opportunity (and are strongly encouraged) to update reviews as performance changes (improves or declines).
  - If the member's Service Quality Claim is resolved by the service provider that provided the original service, the member agrees that his/her review of that service provider shall be deleted. If the member chooses to leave a new review about this same experience with the service provider, the member agrees to reflect the accurate status of the experience.
6. Eligible Member must submit a Service Quality Claim, using an online form which is available at [https://angieslist-ijzec.formstack.com/forms/service\\_quality\\_guarantee](https://angieslist-ijzec.formstack.com/forms/service_quality_guarantee) within 30 days of Substantial Completion of the Qualified Services and in no event later than 120 days after the date of the Qualified Purchase ("Claim Period"). "Substantial Completion" means sufficiently complete, in accordance with the service description of the Qualified Service.
  - Service Quality Claim shall include: (i) name; (ii) confirmation code; (iii) description of satisfaction issue; (iv) summary of steps taken to resolve issue with services provider, if any, (v) desired resolution; and (vi) contact information.
  - For example: If Eligible Member submits a member review indicating an Overall grade of "C", but does not submit a Service Quality Claim, then a Service Quality Claim has not been initiated.

7. Eligible Member must participate in good faith in Angie's List Guarantee Remediation Process (as described below), whereby Angie's List will work with Eligible Member and the service provider to address the issue. The Guarantee Remediation process includes: Angie's List communicating with Eligible Member to better understand the issue and desired remedy, Angie's List contacting service provider for a response to the issue and possible remedies, and possibly Angie's List bringing in a third-party contractor for its evaluation.

Good faith participation in the Guarantee Remediation Process will depend on the facts and circumstances of the Service Quality Claim (i.e., the nature unsatisfactory service, the desired resolutions, etc.). Angie's List, in its sole reasonable discretion, reserves the right to determine whether the Eligible Member has participated in Good Faith in the Guarantee Remediation Process.

- For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim, which requests remedial services; and (c) timely responds to follow-up inquiries from Angie's List and permits the original service provider to retry the repair—and, despite such additional efforts, the roof leak remains unresolved and the member remains unsatisfied—then the Eligible Member demonstrated good faith in the remediation process (e.g., Good Faith - remedial services).
- For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim, which requests remedial services; and (c) fails to respond to repeated follow-up inquiries from Angie's List and/or the original (or alternative) service provider—and Angie's List is unable to determine whether the Eligible Member claim was satisfactorily resolved—then Eligible Member has not demonstrated good faith in the remediation process (i.e., Bad Faith – failure to respond), but could re-enter the remediation process during the Claim Period.
- For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim; (c) declines remedial services; and (d) requests full reimbursement of Purchase Price, then the Eligible Member has demonstrated good faith in the remediation process and is eligible for reimbursement of Purchase Price, which may be used on an alternative offer to repair the roof or otherwise in member's sole reasonable discretion (e.g., Good Faith – reasonable Purchase Price reimbursement).

- For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim; (c) declines remedial services; and (d) requests entire roof replacement as only adequate resolution, then the Eligible Member has not demonstrated good faith in the remediation process and Angie’s List would simply reimburse the Purchase Price (i.e., Bad Faith – unreasonable remedial demand). For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim; and (c) Requests remedial services—but when the original (or alternative) service provider arrives to fix original leak, the member identifies 4 other roof leaks and multiple flashing issues that were outside the scope of the original Purchased Services—the Eligible Member has not demonstrated good faith in the remediation process (i.e., Bad Faith –serial remedial demands).
8. If the Guarantee Remediation Process is unsuccessful in resolving the Service Quality Claim with the original service provider, Angie’s List may offer the Eligible Member an alternative service provider or reimburse the Eligible Member up to the purchase price actually paid directly to Angie’s List for the Qualified Service (“Purchase Price”).
- The available reimbursement under the Service Quality Guarantee is up to the Purchase Price and, in no event, more than \$5,000.
  - For example: If Eligible Member buys \$100 of carpet cleaning representing a Qualified Purchase, the reimbursement available under the guarantee is up to \$100.
  - For example: If Eligible Member buys \$15,000 kitchen remodel representing a Qualified Purchase, the reimbursement available under the guarantee is up to \$5,000.
  - For example: If Eligible Member made Qualified Purchase for \$13,750 bathroom remodel and the quality of the service providers shower grouting was subpar, Angie’s List would work with member to resolve the grouting issue, including re-grouting or new tile work. Angie’s List Service Quality Guarantee would reimburse costs associated with resolving the shower grout issue to member’s satisfaction, but not reimburse the entire project if the other services were performed to member’s satisfaction.
9. Only one Service Quality Guarantee Claim may be submitted for each Qualified Purchase.

10. Eligible Members are only permitted to receive up to three (3) Service Quality Guarantee reimbursements per calendar year. Eligible Members are not limited in the number of Service Quality Claims that may be initiated during a calendar year.

- For example: If Eligible Member is doing a kitchen remodel, and initiates Service Quality Claims against granite installer, plumber and electrician and receives purchase price reimbursements for all three in April 2016, the Eligible Member will not be permitted to obtain a purchase price reimbursement for landscaping services in June 2016, but he/she will be permitted to participate in the Guarantee Remediation Process to resolve the dispute with the landscaper.

11. IN NO EVENT WILL ANGIE'S LIST, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THIS SERVICE QUALITY GUARANTEE. ANGIE'S LIST, INC.'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE SERVICE PURCHASE PRICE AND IN NO EVENT MORE THAN \$5,000. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- For example: If Eligible Member purchased \$250 ceiling fan installation and the service provider causes a hole in your ceiling while performing installation. Angie's Service Quality Guarantee would work with member and service provider to resolve the damage, if unsuccessful, Angie's List will recommend an alternative service provider who could fix your ceiling and reimburse you up to the \$250 purchase price paid for the ceiling fan installation (i.e., not the cost associated with repairing your ceiling). Angie's List guarantee would also not cover your time in scheduling ceiling repairs, your lost profits of babysitting services which could not be performed while the ceiling repairs were being made; the lost enjoyment of your home; the lower home value upon resale, etc.

12. THE SERVICE QUALITY GUARANTEE IS NOT INSURANCE.

13. Unless prohibited by law, Angie's List, Inc. reserves the right to modify or cancel this offer and the terms and conditions at any time in its sole discretion and without notice to you. If any change to these terms is found invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR CLAIM OF VOUCHER AFTER WE CHANGE THESE TERMS

CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST FOREGO THE BENEFIT OF THE SERVICE QUALITY GUARANTEE.

14. The Service Quality Guarantee is not transferable.

- For example: If Eligible Member makes a Qualified Purchase for services to be performed in connection with selling home, the buyer of the home could not avail himself to the Service Quality Guarantee.
- For example, if Eligible Member makes a Qualified Purchase and gives the Qualified Services to a family member as a gift, the Service Quality Guarantee is not available to the recipient of the gift.

15. Eligible Member agrees that acceptance of Service Quality Guarantee reimbursement represents his/her full release of Angie's List, Inc. of all known or unknown claims, complaints promises, cause of actions, costs, losses and expenses whatsoever, existing now or in the future, under any applicable law.