

Home Advisor Terms of Use

These Terms of Use (the "**Terms**") govern your access to and use of our websites, emails and mobile applications ("Home Advisor"). These Terms also include our [Privacy and Cookie Policy](#). By accessing and using Home Advisor, you agree to comply with these Terms. If you are using Home Advisor on behalf of a company or other legal entity, then "you" also means such company or legal entity and you agree to be bound by these Terms even if we have a separate agreement with you. You may not use Home Advisor if you do not agree to the version of the Terms posted on Home Advisor at the time you access Home Advisor.

The terms "we" and "us" refer to:

- Home Advisor, a registered Ontario business.

Please note: These Terms require the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

1. Eligibility to Use Home Advisor
 - a) To access or use Home Advisor, you must be at least 16 years of age or, if older, the age of majority in your jurisdiction, otherwise you may not use Home Advisor. Except as otherwise approved by us, Home Advisor is for your personal, non-commercial use unless you enter into a separate agreement with us for your commercial use. You may not use Home Advisor if we have terminated your account or banned you.
2. Your Home Advisor Account
 - a) **Home Advisor Account.** In order for you to create a Home Advisor account, we require that you provide a valid email address. The email you use must be one where we can reach you. In the event we cannot correspond with you via this email address, your submitted content may be rejected and your account may be disabled. Other registration requirements may also apply. Once you have set up a password, you will be given access to your profile and other private areas of your account. You are responsible for maintaining the confidentiality of your password. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all use of your account. Passwords are subject to cancellation or suspension by Home Advisor at any time. When you set up an individual user account on Home Advisor, we create a member profile (a "Profile") for you that will include personal information you provide. You permit us to share anonymous information in your Profile with third parties (Not including your email address). Subscribers to services we may introduce will be able to view anonymous information in your Profile (Not including your email address). Because your anonymity on Home Advisor is important, your Profile **does not** include or link to information about the reviews you submit to Home Advisor. However, we may ask you to provide, and we may subsequently collect if you agree to provide, certain categories of sensitive personal information (e.g., race/ethnicity, sexual orientation). You may also have the opportunity to associate this sensitive personal information (and some nonsensitive personal information) with your reviews. The intended use for this data will be disclosed in detail at the time of collection; please be aware that you do not have to share your personal information beyond the level you feel comfortable. You can read more about our diversity and inclusion privacy efforts in our [Privacy Policy](#).

Social Sign Up and Sign In. You may be able to register an account and subsequently access Home Advisor through a social networking site, such as Facebook("Social Networking Site"). If you access Home Advisor through a Social Networking Site you agree that we may access, make available through Home Advisor, and store (if applicable) any information, data, text, messages, tags, and/or other materials that you have provided to and stored and made

accessible in your Social Networking Site account so that it is available on and through Home Advisor via your account and your Profile page. Subject to the privacy settings that you have set with the Social Networking Site account you use to access Home Advisor, personally identifiable information that you post to that Social Networking Site may be displayed on Home Advisor. Please note: your relationship with your Social Networking Sites is governed solely by your agreement with those Social Networking Sites and we disclaim any liability for personally identifiable information that may be provided to us by a Social Networking Site in violation of the privacy settings that you have set with that Social Networking Site account.

3. Using Home Advisor

- a) **Third-Party Content on Home Advisor.** Content from other users, advertisers, and other third parties is made available to you through Home Advisor. "Content" means any work of authorship or information, including property reviews, photos, logos, advertisements, comments, opinions, postings, text, files, images, e-mail, data or other materials you find on Home Advisor. Because we do not control such Content, you understand and agree that: (1) we are not responsible for, and do not endorse, any such Content, including advertising and information about third-party products and services; (2) we make no guarantees about the accuracy, currency, suitability, reliability or quality of the information in such Content; and (3) we assume no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful Content made available by users, advertisers, and third parties.

Home Advisor accepts no liability for claims arising from the Content provided by third parties on Home Advisor.

- b) We allow users to post reviews about properties when they have lived at the property as a renter, owner or otherwise.
- c) **House Rules.** You represent and warrant that you will use Home Advisor solely for lawful purposes in a manner consistent with these Terms and any and all applicable laws, regulations, or other legally enforceable obligations (including contractual obligations) you may have towards us and any third parties. You are solely responsible for any and all Content that is posted through your account on Home Advisor ("Your Content"). You agree that by submitting or authorizing Your Content for use on Home Advisor, you have reviewed and understood these Terms of Use. You understand that you may expose yourself to liability if Your Content or other use of Home Advisor violates applicable law or any third-party right.

You agree that you will not:

- i. Impersonate another person, or his or her email address, or misrepresent your current or former affiliation with a property;
- ii. Create user accounts under false or fraudulent pretences; create or use an account for anyone other than yourself; or create multiple active user accounts to post multiple reviews for the same company
- iii. Post Content that you do not own or have the right to post in accordance with the license set forth in these Terms;
- iv. Violate these Terms, the terms of your agreements with us, explicit restrictions set forth, or any applicable law, rule or regulation;
- v. Post Content that is defamatory, libelous, or fraudulent; that you know to be false or misleading; or that does not reflect your honest opinion and experience;
- vi. Act in a manner that is harassing, threatening, abusive, racist or bigoted, is otherwise objectionable (as determined by Home Advisor);
- vii. Promote, endorse or further illegal activities;
- viii. Disclose information in violation of any legally enforceable confidentiality, non-disclosure or other contractual restrictions or rights of any third party;
- ix. Violate the privacy, publicity, copyright, patent, trademark, trade secret, or other intellectual property or proprietary rights of any third-party;

- x. Post anything pornographic or sexually explicit in nature, or engage in the exploitation of persons in a sexual or violent manner;
 - xi. Solicit personally identifying information from minors;
 - xii. Except as expressly approved by us, and subject to applicable laws, use Home Advisor for commercial activities and/or promotions such as contests, sweepstakes, barter, pyramid schemes, advertising, affiliate links, and other forms of solicitation;
 - xiii. Imply a Home Advisor endorsement or partnership of any kind without our express written permission;
 - xiv. Send messages in violation of the USA CAN-SPAM Act or any other applicable anti-spam law;
 - xv. Introduce software or automated agents to Home Advisor, or access Home Advisor so as to produce multiple accounts, generate automated messages, or to scrape, strip or mine data from Home Advisor without our express written permission;
 - xvi. "Frame" or "mirror" or otherwise incorporate part of Home Advisor into any website, or "deep-link" to any portion of Home Advisor without our express written permission;
 - xvii. Copy, modify or create derivative works of Home Advisor or any Content (excluding Your Content) without our express written permission);
 - xviii. Copy or use the information, Content (excluding Your Content), or data on Home Advisor in connection with a competitive service, as determined by Home Advisor;
 - xix. Sell, resell, rent, lease, loan, trade or otherwise monetise access to Home Advisor or any Content (excluding Your Content) without our express written permission;
 - xx. Interfere with, disrupt, modify, reverse engineer, or decompile any data or functionality of Home Advisor;
 - xxi. Interfere with, disrupt, or create an undue burden on Home Advisor or the networks or services connected to Home Advisor;
 - xxii. Introduce any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or similar software to Home Advisor; or Attempt to circumvent any security feature of Home Advisor;
- d) **Links to Third-Party Websites.** Home Advisor may contain links to third-party websites placed by us as a service to those interested in this information, or posted by other users. Your use of all such links to third-party websites is at your own risk. We do not monitor or have any control over, and make no claim or representation regarding third-party websites. To the extent such links are provided by us, they are provided only as a convenience, and a link to a third-party website does not imply our endorsement, adoption or sponsorship of, or affiliation with, such third-party website. When you leave Home Advisor, our terms and policies do not govern your use of third-party websites.

4. Special Provisions Applicable To Employers

- a) **Posting Reviews on Home Advisor.** You may not post any review that:
- i. Does not comply with the applicable laws or regulations of the state and country where the property exists, including laws relating data privacy, data access and use and intellectual property;
 - ii. Contains false information;
 - iii. Discriminates on the basis of gender, race, religion, sexual orientation, age, disability, or any other ground(s) prohibited by applicable law, in each case as determined in Home Advisor's reasonable discretion.

You agree that Home Advisor may, at its sole discretion, remove or prevent the posting of any review for any or no reason.

Reviews on Home Advisor. You may not offer incentives in exchange for reviews or coerce others to leave reviews. You may not trade reviews with other properties or users. We will remove reviews where we have evidence that users were compensated to leave reviews.

5. Special Provisions Applicable to Advertisers

This provision applies to all advertisers. Unless we agree otherwise, you may not use or otherwise process data collected or derived from ads ("**Ad Data**") for any purpose (including retargeting, building or augmenting user profiles, allowing piggybacking or redirecting with tags, or combining with data across multiple advertisers' campaigns) other than to assess the performance and effectiveness of your campaigns on an aggregate and anonymous basis. You may not, and you may not permit a third-party to, transfer or sell any Ad Data to, or use Ad Data in connection with, any ad network, ad exchange, data broker, or other party not acting on behalf of you and your campaigns. You may use information provided directly to you from users if you provide clear notice to and obtain consent from those users and comply with all applicable laws and industry guidelines, including those applicable to data protection.

6. Enforcement by Home Advisor

- a) **Removal of Content.** While Home Advisor has no obligation to do so, Home Advisor reserves the right to review and delete any Content (or portion thereof) that we believe, in our sole discretion, violates these Terms or other applicable policies posted on Home Advisor or that we deem, in our sole discretion, inappropriate. If you see any Content on Home Advisor that you believe violates our policies, you may report that Content by [contacting us here](#). Once notified, we will review the Content and consider whether to remove it (or a portion thereof). Please note: Our interpretation of our policies and the decision whether or not to edit or remove Content is within our sole discretion. You understand and agree that if we choose not to remove or edit Content that you find objectionable, that decision will not constitute a violation of these Terms or any agreement we have with you.
- b) **Other Enforcement Actions.** While we have no obligation to do so, we reserve the right to investigate and take appropriate action in our sole discretion against you if you violate these Terms, including without limitation: removing Content (or portions thereof) from Home Advisor; suspending your rights to use Home Advisor; terminating your membership and account; reporting you to law enforcement, regulatory authorities, or administrative bodies; and taking legal action against you.
- c) **Defending Our Users.** While we have no obligation to do so, we reserve the right, to the fullest extent permitted by applicable law, to take appropriate action to protect the anonymity of our users against the enforcement of subpoenas or other information requests that seek a user's electronic address or identifying information.

7. Rights to Your Content

We do not claim ownership in any Content that you submit or authorize for use to Home Advisor, but you grant us the rights to use such Content as set forth below. By submitting or authorizing us to display any Content on Home Advisor, you hereby grant to us an unrestricted, irrevocable, perpetual, non-exclusive, fully-paid and royalty-free, license (with the right to sublicense through unlimited levels of sublicenses) to use, copy, perform, display, create derivative works of, adapt and distribute such Content in any and all media (now known or later developed) throughout the world. To the greatest extent permitted by applicable law, you hereby expressly waive any and all of your moral rights applicable to Home Advisor's exercise of the foregoing license. You agree that this license includes the right for us to provide, promote, and improve Home Advisor and to make Content submitted to or through Home Advisor available to other companies, organizations or individuals for the syndication, broadcast, distribution, promotion or publication of such Content on other media and services, subject to our terms and conditions for such Content use. No compensation will be paid with respect to the Content that you post through Home Advisor. You should only submit Content to Home Advisor that you are comfortable sharing with others under the terms and conditions of these Terms.

8. Rights to Home Advisor Content

Home Advisor contains Content provided by us and our licensors. We and our licensors (including other users) own and retain all proprietary (including all intellectual property) rights in the Content we each provide and Home Advisor owns and retains all property rights in Home Advisor. If you are a user, we hereby grant you a limited, revocable, non-sublicensable licence under the intellectual property rights licensable by us to download, view, copy and print Content from Home Advisor solely for your personal use in connection with using Home Advisor. Except as provided in the foregoing, you agree not to: (1) reproduce, modify, publish, transmit, distribute, publicly perform or display, sell, adapt or create derivative works based on Home Advisor or the Content (excluding Your Content); or (2) rent, lease, loan, or sell access to Home Advisor. Home Advisor® is a registered trademark of Home Advisor, Inc. The trademarks, logos and service marks ("Marks") displayed on Home Advisor are our property or the property of third parties. You are not permitted to use these Marks without our prior written consent or the consent of the third party that owns the Mark.

9. Indemnity

You agree to defend, indemnify, and hold us and our subsidiaries and our and their respective officers, directors, board members, board advisors, employees, partners, agents successors and assigns (collectively, "**Home Advisor**") harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees and costs, made by any third party due to or otherwise arising from your use of Home Advisor, including due to or arising from your breach of any provision of these Terms.

10. Disclaimers and Limitation on Liability

The disclaimers and limitations on liability in this section apply to the maximum extent allowable under applicable law. Nothing in this section is intended to limit any rights you have which may not be lawfully limited.

- a) Any emails or email notifications corresponding with any activity on Home Advisor, the Home Advisor Messaging Service, or any other communications service, product, or feature provided on or through Home Advisor, are provided solely as a courtesy. Home Advisor disclaims all warranties with regard to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. In the event a message being sent is intended for a closed account, these messages will not be deliverable. Further, if you are an employer and you posted a job posting directly on Home Advisor, applications are sent only to your Home Advisor dashboard; any other notifications you may receive are provided solely as a courtesy to you
- b) You are solely responsible for your interactions with advertisers and other users and we are not responsible for the activities, omissions, or other conduct, whether online or offline, of any advertiser or user of Home Advisor. We are not responsible for any incorrect, inaccurate, or unlawful Content (including any information in profiles) posted on Home Advisor, whether caused by users or by any of the equipment or programming associated with or utilized in Home Advisor. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication with advertisers or other users. We are not responsible for any problems or technical malfunction of any hardware and software due to technical problems on the Internet or on Home Advisor or combination thereof, including any injury or damage to users or to any person's computer related to or resulting from participation or downloading materials in connection with Home Advisor. Under no circumstances shall we be responsible for any loss or damage resulting from the use of Home Advisor or from any Content posted on Home Advisor or transmitted to users, or any interactions between users of Home Advisor,

whether online or offline.

- c) Home Advisor is provided "as-is" and as available. We expressly disclaim any warranties and conditions of any kind, whether express or implied, including the warranties or conditions of merchantability, fitness for a particular purpose, title, quiet enjoyment, accuracy, or non-infringement. We make no warranty that: (1) Home Advisor will meet your requirements; (2) Home Advisor will be available on an uninterrupted, timely, secure, or error-free basis; or (3) the results that may be obtained from the use of Home Advisor will be accurate or reliable.
- d) You hereby release the Home Advisor Group from any and all claims, demands, and losses, damages, rights, claims, and actions of any kind that are either directly or indirectly related to or arises from: (1) the actions, Content, or data of third parties (including, advertisers and other users) (2) your participation in any offline events.
- e) IN NO EVENT SHALL Home Advisor BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING FROM YOUR USE OF Home Advisor, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WHERE PERMITTED BY APPLICABLE LAW, YOU AGREE THAT Home Advisor's LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF Home Advisor (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO ONE HUNDRED CANADIAN DOLLARS (\$100).

11. Termination

These Terms remain in effect while you use Home Advisor and, for registered users, as long as your account remains open. You may delete your account at any time. We may suspend or terminate your account or your access to parts of Home Advisor, for any or no reason, without notice to you. We will have no liability whatsoever to you for any termination of your account or related deletion of your information.

All provisions of these Terms shall survive termination or expiration of these Terms except those provisions granting access to or use of Home Advisor. For the avoidance of doubt, you agree that these Terms apply to your use of Home Advisor and any Content posted on Home Advisor at any time prior to the termination or expiration of these Terms.

12. Changes to Terms

We may revise these Terms from time to time by posting an updated version on Home Advisor. The revised Terms will be effective immediately for unregistered users and users registering accounts on or after the revision date. For users who registered accounts before the revision date, they will become effective thirty (30) days after the revision date. If we make a change that we believe materially reduces your rights or increases your responsibilities we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this website prior to the change becoming effective. We may provide notice of changes in other circumstances as well. Any such changes will not apply to any claim brought prior to the effective date of the revised Terms incorporating such changes. We encourage you to periodically review this page for the latest information on our Terms. Your continued use of Home Advisor is subject to the most current effective version of these Terms.

13. Other

Except as specifically stated in another agreement we have with you, these Terms constitute the entire agreement between you and us regarding the use of Home Advisor and these Terms supersede all prior proposals, negotiations, agreements, and understandings concerning the subject matter of these Terms. You represent and warrant that no person has made any promise, representation, or warranty, whether express or implied, not contained herein to induce you to enter into this agreement. Our failure to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. To the extent allowed by law, the English version of these Terms are binding and the translations are provided for convenience only. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sublicensable by you except with Home Advisor's prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void. The section titles in the Terms are for convenience only and have no legal or contractual effect; as used in the Terms, the word "including" means "including but not limited to."