

PROFER, INC. Terms of Use and Privacy Policy

Profer, Inc. (“Profer”) helps home service professionals (“Pros”) cultivate and nurture relationships to enable homeowners (“Homeowners”) to get the best home service experience. The following Terms of Use (“Terms of Use”) and Privacy Policy (“Privacy Policy”) (together the “Terms”) outline your obligations when using Profer’s website, mobile application, and services.

1. Acceptance of Terms.

Profer’s internet site available at <http://www.profer.com> (“Site”), Profer’s mobile application, all related sites and mobile applications, and the various content, features, and services offered on and in connection with these sites and applications (“Services”) (collectively, the “Sites and Services”), are owned and operated by Profer and can only be accessed and used by you under the Terms described below.

Although Profer will attempt to notify you when major changes are made to the Terms, you should periodically review the most current version as posted from time to time at the Site. Profer may, in its sole discretion, modify or revise these Terms at any time, and you agree to be bound by such modifications or revisions. Where these Terms are so revised, such revisions will be effective upon posting, with or without additional notice to you. If you do not accept and abide by these Terms and any subsequent changes, you agree to immediately stop using the Sites and Services. However, by continuing to use the Sites and Services you will be deemed to have agreed to these Terms, as revised from time to time.

2. Your Use.

Once you have entered your personal information and the home service request with which you would like the assistance of a Pro, Profer will attempt to match you with up to four (4) verified Pros in your area, who you should then vet to determine the right Pro for your request. Profer cannot guarantee that we will be able to match your request with a verified Pro in your area, but we will use reasonable efforts to work with our verified Pro network to find qualified Pros for your project. Please note that the Sites and Services are made available to you for your personal use only and you must be at least 18 years of age to use the Sites and Services.

You should use caution and good judgment before choosing any Pro. Please bear in mind that, except as provided below, it will be your responsibility to contract with and assess the capabilities and quality of any Pro with whom you enter into a service agreement. Our liability to you is limited as provided for in these Terms and your ability to recover for harm may be limited based on your own insurance coverage and that of the Pro you choose. We use reasonable efforts to verify the Pros by whom you are contacted regarding your home service request, however, we make no guarantees, warranties, or representations regarding the skills or undertakings of these Pros or the quality of the job that he or she may perform for you if you elect to retain their services. **Profer does not endorse or recommend the services of any Pro.** Profer’s verification procedures are set forth below in Section 9, and, outside of those verification procedures, Profer will not independently verify any representations made by Pros,

including but not limited to representations regarding their services, qualifications, identity, or experience, or any reviews that may be accessible through the Sites and Services relating to individual Pros or their services. Pros are not Profer employees or agents and Profer is not an agent of the Pros, rather Profer serves as a facilitator only, and provides a platform through which you may arrange to be contacted by and engage third-party Pros.

ANY AND ALL DISPUTES WITH RESPECT TO ANY SERVICES PROVIDED BY A PRO OR THE FEES CHARGED BY A PRO MUST BE ADDRESSED WITH THE PRO DIRECTLY (although you may copy Profer on the fee disputes). YOU HEREBY AGREE TO RELEASE PROFER (AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES AND AGENTS) 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 PROS.

3. Prohibited Uses

Subject to full compliance with these Terms, Profer grants you a personal, non-transferable, non-exclusive, terminable license to use the Sites and Services; provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer or attempt to transfer any rights in the Sites and Services.

As a condition of your access and use of the Sites and Services you agree not to use the Sites and Services for any purpose that is unlawful or prohibited, which purposes will include, but not be limited to:

- (a) use of the Sites and Services to upload, transmit, or otherwise distribute any content that is unlawful, defamatory, harassing, abusive, fraudulent, obscene, contains viruses (or other potentially harmful computer programming routines), or is otherwise objectionable as determined by Profer in its sole discretion;
- (b) use of the Sites and Services to upload, transmit, or otherwise distribute content that infringes upon another party's intellectual property rights or other proprietary, contractual or fiduciary rights or obligations;
- (c) use of the Sites and Services that prevents others from using the Sites and Services;
- (d) use of the Sites and Services for any fraudulent or inappropriate purposes;
- (e) use of the Sites and Services in violation of these Terms or in violation of any applicable local, state, national, or international law;

- (f) use of the Sites and Services in a manner that is intended to undermine the veracity of the rating and review system provided through the Sites and Services;
- (g) use of the Sites and Services to knowingly provide or submit false or misleading information;
- (h) use of the Sites and Services to attempt to gain unauthorized access to the Sites and Services, the accounts of other users, or any software, hardware, or other computer systems or networks connected to the Sites and Services;
- (i) use of the Sites and Services to negatively impact Profer's rights or those of other users of the Sites and Services; or
- (j) use of the Sites and Services to interfere with or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services.

If you violate any of the foregoing, or if Profer suspects, in its sole discretion, that you have violated any of the foregoing, your access to the Sites and Services may be terminated immediately and you may be subject to state and federal penalties and other legal consequences. Profer reserves the right, but is under no obligation, to investigate your use of the Sites and Services in order to: (a) determine whether a violation of the Terms has occurred, or (b) comply with any applicable law, regulation, legal process, or governmental request.

4. Privacy and Data Collection.

Profer's Privacy Policy – Last Updated: May 29, 2020

This Privacy Policy describes the information we collect, how that information may be used, if and why Personal Information may be disclosed to third parties, and your choices about the collection and processing of your Personal Information.

PLEASE REVIEW THIS PRIVACY POLICY CAREFULLY. When you use or access the Sites and Services you consent to the collection and processing of your information as described in this Privacy Policy.

By using the Sites and Services, you accept the terms of this Privacy Policy and consent to our collection, use, disclosure, and retention of your information as described in this Privacy Policy.

IF YOU DO NOT AGREE WITH ANY PART OF THIS PRIVACY POLICY, THEN PLEASE DO NOT USE ANY OF THE SITES AND SERVICES.

a. Effective Date and Changes to Privacy Policy

The Effective Date of this Privacy Policy is set forth at the top of this Privacy Policy. We reserve the right to modify this Privacy Policy at any time by posting an updated version of this Privacy Policy to the Site. Unless otherwise prohibited by applicable law, any changes to this

Privacy Policy will be retroactive. Use of the Sites and Services following such posting constitutes your acceptance of the revised Privacy Policy. Whenever possible, we will provide you with advance written notice of our changes to this Privacy Policy, though, as noted above, we recommend that you check the Site from time to time to inform yourself of any changes in this Privacy Policy or in the Terms of Use or any of our other policies.

b. Definitions

“Personal Information” means information associated with or used to identify or contact a specific individual. Personal information includes: (1) first and last name; (2) contact data (such as physical address, e-mail address, telephone number and employer); (3) demographic data (such as gender, date of birth, and zip code); (4) location data (such as the location of the mobile device or computer used to access the Sites and Services or geotag information in photographs submitted); and (4) certain Usage Data (defined below) that is linked with Personal Information.

“Usage Information” or “Usage Data” is information about an individual’s online activity that, by itself, does not identify the individual, such as browser type, operating system, and webpages visited. Generally, we do not consider Usage Data as Personal Information because Usage Data by itself usually does not identify an individual. Personal Information and Usage Data may be linked together. Different types of Usage Information may also be linked together and, once linked, may identify an individual person. Also, some Usage Data may be Personal Information under applicable law.

We may combine the information we collect from you with information from other sources and use the combined information as described in this Privacy Policy.

c. How Information is Collected

We collect information that you provide to us or we collect from you and from your use of the Sites and Services. The information that we collect and how we process it depends on how you use and access the Sites and Services, as described below. Some information is collected automatically through use of cookies and similar data collection tools. To learn more about how and why we use cookies and similar tools to collect information, see the “Cookies” section below.

i. From You

We collect information from you when you:

- Use the Services: We collect Personal Information and Usage Data from you when you submit a home service project, create an account, elect to receive offers, otherwise use one of the Sites and Services, contact us for help or information, or otherwise provide your Personal Information. This information may include your name, address, telephone number, email address, and credit card or other payment information. We may collect Personal Information and Usage Data when you respond to customer surveys or

promotional offers or benefits. We will also collect the information and content that you provide to us, such as when you enter comments or submit a review.

- From our Business Partners and Service Providers: We may also periodically obtain Personal Information and Usage Data about you from business partners, contractors, and other third parties. Examples of information that we may receive include: updated delivery and address information, purchase history, and additional demographic information.
- Use of Social Media through the Sites and Services: The Sites and Services may offer you the ability to use different social media services (collectively, “Social Media”) in conjunction with certain Sites and Services, such as Facebook Connect, a “Like” button, or similar Social Media functions. When you access the Sites and Services through or use Social Media functions, the Sites and Services may, depending on your privacy settings, have access to information that you have provided to the Social Media platform. We may use this information for the purposes described in this Privacy Policy or at the time the information was collected.

ii. Use of Cookies and Data Collection Tools

- Use of Cookies and Data Collection Tools. We and the service providers that help us provide the Sites and Services use “Cookies.” Cookies are small computer files sent to or accessed from your web browser or your computer’s or tablet’s storage device that contain information about your computer, such as a user ID, user settings, browsing history, and activities conducted while using the Sites and Services. Cookies are not themselves personally identifiable, but may be linked to Personal Information that you provide to us through your interaction with the Sites and Services. A Cookie typically contains the name of the domain (internet location) from which the Cookie originated, the “lifetime” of the Cookie (i.e., when it expires) and a randomly generated unique number or similar identifier.

We may also use other data collection tools, such as web beacons and server logs. Web beacons, also known as a transparent gif, are used in combination with cookies and logs maintained by the servers that run the Sites and Services to help us better understand a user’s behavior when using the Sites and Services.

We collectively refer to Cookies and other data collection tools as “Data Collection Tools.”

- How We Use Data Collection Tools. Data Collection Tools help us improve the Sites and Services by tracking users’ navigation habits, storing users’ passwords, and customizing users’ experiences with the Sites and Services; enabling us to analyze technical and navigational information about the Sites and Services and helping us detect and prevent fraud.

We also use Data Collection Tools to help improve your experience with the Sites and Services. For example, Data Collection Tools help us remember users and make the Sites and Services more relevant to them.

The Sites and Services also may use Data Collection Tools to collect information from the device used to access the Sites and Services, such as operating system type, browser type, domain and other system settings, as well as the operating system used and the country and time zone in which the computer or device is located.

- Control of Data Collection Tools. Web browsers allow some control of most cookies and web beacons through the browser. To find out more about cookies and web beacons, including how to manage and delete them, visit www.allaboutcookies.org. Some web browsers (including some mobile web browsers) provide settings that allow a user to reject cookies, reject web beacons (and all image files), or to alert a user when a Cookie is placed on the user's computer, tablet, or mobile device. Most mobile devices also offer settings to reject mobile device identifiers. Although users are not required to accept cookies or mobile device identifiers, blocking or rejecting them may prevent access to some features available through the Sites and Services.
- Online Advertising. Our advertising management partners use Data Collection Tools through the Sites and Services to enable them to recognize a unique cookie that has been placed on a user's browser, which in turn enables us and these ad management partners to learn which advertisements bring users to the Sites and Services. In addition, we and our ad management partners may use these Data Collection Tools to track the actions of users of the Sites and Services, to measure statistics of our marketing efforts, and to deliver advertisements on the Sites and Services that may be more relevant to you.

We and our ad management partners may also use Data Collection Tools to record the actions of users of the Sites and Services, to measure statistics of our market efforts, to deliver advertisements on the Sites and Services that may be more relevant to individual consumers and to improve the consumer experience on the Sites and Services.

Certain third parties that we do not control, including Pros, advertising companies, and ad networks, may use Data Collections Tools on the Sites and Services. For example, we may participate and use third-party advertising companies to serve ads when you visit the Sites and Services. These companies may use information about your visits to this and other websites in order to provide advertisements about goods and services of interest to you. This Privacy Policy does not apply to those third parties or their Data Collection Tools. Some of these third-party advertising companies may be advertising networks that are members of the Network Advertising Initiative, which offers a single location to opt out of ad targeting from member companies (www.networkadvertising.org).

d. How Information is Used

We use the Personal Information and Usage Data that we collect to operate our business, including the Sites and Services. We may use information that we collect from you to:

- deliver the products and services that you have requested;
- operate, improve, and personalize the Sites and Services;
- manage your account and provide you with customer support;
- perform research and analysis about your use of, or interest in, our products, services, or content, or products, services, or content offered by others;
- customize, measure, and improve the Sites and Services;
- provide offers and content that we think users will like;
- as described when we collect the information;
- communicate with you with regard to partially completed service requests;
- check and verify Personal Information with third parties as necessary;
- customize our advertising and marketing communications;
- customize, measure, and improve our content and advertising based on users' ad customization preferences;
- verify your eligibility and deliver prizes in connection with contests and sweepstakes;
- enforce our Terms or other applicable policies;
- perform background screening, which may include the use of third parties, on Pros;
- publicly display comments, ratings and reviews and other content provided by you;
- for our legal, accounting, and other administrative purposes;
- prevent, detect, investigate, and mitigate fraud, security breaches, and potentially prohibited or illegal activities; and
- protect the rights or property of us, our employees, our customers (including Pros), the Sites and Services, or other users.

Additionally, we may use payment and financial information collected from you as follows:

- For Pros: We may use financial information or payment method to process payment for any purchases made on our website, enroll you in any discount, rebate, and other programs in which you elect to participate, pre-qualify you for credit card and other offers that you might find of interest, pre-qualify Pros to participate in our contractor network, protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.
- For Homeowners: We may use credit card information to process payment for any payments made on our website.

Please note that for the purposes of seeking to provide our users with a better experience and to improve the Sites and Services, information collected through the Sites and Services may, subject to user privacy controls (if available), be used in an aggregated or individualized manner. For example, Personal Information collected during use of one of the Sites and Services may be used to suggest particular content that can be made available to the user on another of the Sites and Services or be used to try to present more relevant advertising in another of the Sites and Services.

e. Sharing and Disclosure of Information

We may share and disclose information, including Personal Information, as you may expressly approve, or as follows:

- With Third Party Service Providers: We share information, including Personal Information, with our service providers to perform functions for which we engage them (such as hosting and data analyses). We may share information as needed to operate other related services. These services may include fulfilling orders, processing credit card payments, delivering packages, providing customer service and marketing assistance, performing business and sales analysis, supporting our website functionality, and supporting contests, sweepstakes, surveys and other features offered through our website or performing background checks of Pros. We may also release information to collection and/or credit agencies for past due Pro accounts. We require our service providers to only use and disclose information we provide them to perform services for us.

Other Third Parties: We may share Usage Data and other aggregate or de-identified information that is not linked with Personal Information with various third parties, including our marketing partners. We may also share Personal Information with other companies with whom we provide co-sponsored or co-branded promotions, sweepstakes, content, products, or services.

- Finding Pros: We match your information and your homes service request(s) against our list of verified Pros. When you submit a home service request through the Site, you consent to our providing your personal information and home service request to the verified Pros we match with your request. Sharing this information with verified Pros allows them to contact you using the e-mail address or other contact information you provided.
- For Legal Purposes: We also may share information, including Personal Information, that we collect as needed to enforce our rights, protect our property, or protect the rights, property, or safety of others, or as needed to support external auditing, compliance, and corporate governance functions. We will disclose Personal Information as we deem necessary to respond to a subpoena, regulation, binding order of a data protection agency, legal process, governmental request, or other legal or regulatory process. We may also share Personal Information as required to pursue available remedies or limit damages we may sustain.
- For Administrative Purposes: We may also disclose your Personal Information for various administrative purposes, as allowed by law. These may include disclosure of your payment history (where relevant) to a credit reporting agency.
- Corporate Changes: We may transfer information, including your Personal Information, in connection with a merger, sale, acquisition, or other change of ownership or control by or of us or any affiliated company (in each case whether in whole or in part). When on of

these events occurs, we will use reasonable efforts to notify users before your information is transferred or becomes subject to a different privacy policy.

f. Accessing Your Information

You can login to your online account to view, manage, and request that we correct the Personal Information we have on file about you. If you have any questions about how to access your Personal Information, please contact us at info@profer.com.

You may request that we correct, cancel or stop processing Personal Information that we hold about you. If we agree that Personal Information is incorrect, or that the processing should be stopped, we will delete or correct the Personal Information. If we do not agree that the Personal Information is incorrect we will tell you that we do not agree and record the fact that you consider that personal information to be incorrect in the relevant file(s).

g. Your Choices Regarding Collection and Use of Your Information

At any time, a consumer user can choose to no longer receive commercial or promotional emails or newsletters from us by accessing your user account and opting out. You also will be given the opportunity, in any commercial e-mail that we send to you, to opt out of receiving such messages in the future. It may take up to ten (10) days for us to process an opt-out request. We may send you other types of transactional and relationship e-mail communications, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them.

You may choose to have your account disabled by contacting info@profer.com. After you deactivate your account, you will not be able to sign in to our website or access any of your personal information. However, you will have the option of opening a new account at any time. If you deactivate your account, we may still retain certain information associated with your account for analytical purposes and recordkeeping integrity, as well as to prevent fraud, collect any fees owed, enforce our Terms, take actions we deem necessary to protect the integrity of our website or our users, or take other actions otherwise permitted by law. If certain information has already been provided to third parties as described in this Privacy Policy, retention of that information will be subject to those third parties' policies.

h. How Information is Retained and Secured

- Retention and Disposal. We retain information as long as it is necessary and relevant for our operations. In addition, we retain Personal Information to comply with applicable law, prevent fraud, resolve disputes, troubleshoot problems, assist with any investigation, enforce our Terms, collect any fees owed, and other actions permitted by law. After it is no longer necessary for us to retain information, we dispose of it according to our data retention and deletion policy.
- Security. We safeguard or we require our service providers to safeguard your Personal Information using appropriate administrative, physical, and technical measures typical of

those used in our industry. However, neither we nor anyone else can guarantee security of information, whether on or off the internet. To the greatest extent allowed by law, we are not responsible for any security incident to your data, including incidents relating to the unauthorized actions of our employees, service providers, or unaffiliated persons. You are responsible for maintaining the security of any password, user ID, or other form of authentication involved in obtaining access to password protected or secure areas of the Sites and Services. In order to protect you and your data, we may suspend your use of any of the Sites and Services, without notice, pending an investigation, if any breach of security is suspected. Access to and use of password protected or secure areas of any of the Sites and Services are restricted to authorized users only. Unauthorized access to such areas is prohibited and may lead to criminal prosecution.

i. Linked Services

The Sites and Services may contain links to third-party websites and services (“Third Party Services”) with which we have no affiliation. A link to any Third Party Service does not mean that we endorse it or the quality or accuracy of information presented on it. If you decide to visit a Third Party Service, you are subject to its privacy policy and practices and not this Privacy Policy. We encourage you to carefully review the legal and privacy notices of all other digital services that you visit.

j. Children

The Sites and Services are not intended for use by or targeted to children. If you are under the age of majority in your place of residence, you may use the Sites and Services only with the consent of or under the supervision of your parent or legal guardian. We do not knowingly solicit or collect information from children. Consistent with the requirements of the Children’s Online Privacy Protection Act (“COPPA”), if we learn that we have received any information directly from a child under age 13 without first receiving his or her parent’s verified consent, we will use that information only to respond directly to that child (or his or her parent or legal guardian) to inform the child that he or she cannot use the Sites and Services and subsequently we will delete that information.

k. How We Respond to “Do Not Track” Signals

Some web browsers (including, Safari, Internet Explorer, Firefox, and Chrome) incorporate a “Do Not Track” (“DNT”) or similar feature that signals to digital services that a visitor does not want to have his or her online activity tracked. If a digital service that responds to a particular DNT signal receives the DNT signal, the browser can block the digital service from collecting certain Personal Information about the browser’s user. Not all browsers offer a DNT option and DNT signals are not yet uniform. For this reason, we and many other digital service operators do not respond to DNT signals. For more information about DNT signals, visit <http://allaboutdnt.com>.

l. User-Generated Content

We may provide areas on the Sites and Services where you can post information about yourself and others and communicate with others, as well as post reviews of products, establishments, Pros, Homeowners, and the like, or upload content (e.g. pictures, videos, audio files, etc.). Such postings are governed by the Terms of Use. Additionally, such postings may appear on other websites or when searches are executed on the subject of your posting. Also, bear in mind that when you voluntarily disclose Personal Information on publicly viewable webpages, this information will be publicly available and can be collected and used by others. For example, if you post your phone number you may receive unsolicited phone calls. We do not have any control over who reads your posting or what other users may do with the information you voluntarily post, so please be mindful of postings that may contain your Personal Information. Once you have posted information, you may not be able to edit or delete such information.

m. Location of Services

Any information, including Personal Information, collected through the Sites and Services is processed in the United States by us or by a service provider acting on our behalf. When you use the Sites and Services you consent to the processing of your information in the United States. The Sites and Services are hosted in the United States.

n. How to Contact Us

If you have any questions about the Privacy Policy or our information-handling practices, or if you would like to request information about our disclosure of personal information to third parties for their direct marketing purposes, please contact us by e-mail or postal mail as follows: Privacy Policy Inquiry Profer, Inc., 110 S. Main St., #101, Wichita, Kansas 67202

info@profer.com

Your California Privacy Rights

If you are a resident of California, in addition to the rights set forth above, you have the right to request information from us regarding the manner in which we share certain categories of personal information with third parties for their direct marketing purposes. California law gives you the right to send us a request at a designated address to receive the following information:

- the categories of information we disclosed to third parties for their direct marketing purposes during the preceding calendar year;
- the names and addresses of the third parties that received that information; and
- if the nature of the third party's business cannot be determined from their name, examples of the products or services marketed.

We may provide this information in a standardized format that is not specific to you. The designated email address for these requests is info@profer.com.

5. Information You Provide to Profer/Telephone Consumer Protection Act ("TCPA") Consent

When you use the Sites and Services, you will be prompted to disclose certain information about yourself and your home service requests, and you may be able to store information, such as home service records, utilizing the Sites and Services. Some of the information you provide will be forwarded to verified Pros, as they'll need this information to respond to your request. By providing your information to Profer or submitting a home service request, you are asking and agreeing to be contacted by Profer and verified Pros, via phone, fax, email, mail, text (SMS) messaging, push notifications, or other reasonable means at any of your contact numbers or addresses, even if you are listed on a federal, state or other applicable "DO NOT CALL" list, in order that we can provide the services offered through the Sites and Service, service your account, reasonably address matters pertaining to your account, including, but not limited to, giving you notice 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. By providing your information you are also agreeing to allow Profer to send you an automated prerecorded call confirming your home service request(s), along with calls from up to four (4) verified Pros that can help you with your request to the land-line or mobile phone number you provide, and you recognize that both Profer and the verified Pros may use automated phone technology (including autodialed and prerecorded messages) to communicate with you concerning your account and use of the Sites and Services, your home service requests, information relating to Sites and Services functionality and Sites and Services updates, Profer promotions, and Profer and relevant industry news, and that you do not have to consent to the foregoing to purchase products or services. For all of the details relating to how we use your information, please see the Privacy Policy.

You agree that by completing a home service request, you are entering into a business relationship with either Profer, a verified Pro (or Pros), or both Profer and a verified Pro (or Pros), and, accordingly, you agree to be contacted by Profer or the verified Pro(s), as necessary. In order for this relationship to work you recognize that you must provide current information, and, accordingly, you agree that all information that you provide (including but not limited to your contact information, and any reviews or ratings of verified Pros or, in the case of Pros, of Homeowners, that you provide) will be accurate, current and truthful to the best of your knowledge, and you also agree to provide us an updated contact number if the one we have on file is no longer your number. If you don't provide accurate, current, and complete information, or if Profer has reason to believe that you have failed to provide accurate, current, and complete information, you may be denied any further use of the Sites and Services.

To the extent that there are other authorized users on your account, you represent that you have received, and are authorized to convey to us, their consent to be contacted by Profer or verified Pros as discussed in this Section. If you negligently or intentionally let another person get hold of your login information, you will be responsible for their use of the Sites and Services.

You acknowledge that you are not required to consent to receive promotional messages as a condition of using the Sites and Services, and you also acknowledge that you may opt-out of receiving promotional or marketing texts or calls from Profer at any time. To opt-out of receiving all text (SMS) messages from Profer (including informational or transactional messages) reply with the word "STOP" to a text message from us; though please bear in mind

that if you do so it may impact your use of the Sites and Services. You acknowledge that Profer or its third-party service providers may record customer service calls in order to help you when you contact customer support services, and you agree that all consents provided in this Section will survive cancellation of your account.

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 PROFER AND THE PROS, 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 PROFER AND EACH PRO WHO ACCEPTS SUCH SERVICE REQUESTS, FOR THE GREATER OF : (1) A MINIMUM AMOUNT OF \$11,000 TO EACH OF PROFER AND EACH OF THE AFFECTED PROS 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 ATTORNEY'S FEES COSTS AND EXPENSES 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, COSTS AND EXPENSES RELATING THERETO, WHICH EVER IS GREATER.

6. Platform Messaging

As noted above, by submitting a home service request, you agree that Profer and one or more Pro(s), as relevant, may send you informational text (SMS) messages as part of Profer's normal business practices and that you may incur costs with your SMS services provider relating to these messages. The messages discussed in this section are not for marketing purposes, though you may choose to opt-out of receiving text (SMS) messages from Profer at any time by replying with the word "STOP" to the text message you receive. Again, please bear in mind that your use of the Sites and Services may be impacted by your decision to opt out of receiving text (SMS) messages from Profer and Pros.

7. Call Recording

You acknowledge and agree that Profer may monitor, record, or monitor and record any telephone calls between you and Profer.

8. User Generated Content

You acknowledge and agree that all of the content and information, including, but not limited to, photographs or images, comments, questions, and answers, and any other content (known collectively as “Content”) posted by you or your agents or designees is the sole and exclusive property of Profer. Further, you acknowledge and agree that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your home service request.

- Profer’s Right to Use Your Content. You acknowledge and agree that Content posted or provided by you may be viewed by the general public and will not be treated as private, proprietary, or confidential. Further, you authorize Profer and its affiliates, licensees, and sub-licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display, or otherwise use or exploit such Content anywhere in the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and you acknowledge that your authorization will be perpetual and may not be revoked for any reason. Additionally, to the extent permitted under applicable law, you agree to waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
- Grant of License. You hereby grant Profer and its users a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate, and place advertising near and adjacent to your Content in any format or media (whether now known or hereafter created) on the Sites and Services in any manner that Profer deems appropriate or necessary, including, if submitted, your name, voice, and likeness throughout the world, and you acknowledge that such permission will be perpetual and cannot be revoked for any reason.
- Representation of Ownership and Right to Use Content. If you post or provide any Content to the Sites and Services you are thereby representing and warranting to Profer that you own the Content, or that you have all necessary rights to use, and grant relevant rights in, the Content. By posting or providing Content to the Site and Services you are also granting to Profer the rights discussed above. By posting or providing any Content to the Sites and Services, and by thereby granting Profer the rights discussed herein, you are also representing and warranting to Profer that you own or have the necessary rights (including any necessary releases) to grant all rights discussed above in relation to the subject matter – *e.g.* persons, places, or intellectual property – contained in any photographic Content you provide. Further, if you post or provide any Content to the Sites and Services that is protected by copyright, you represent, by virtue of posting or providing the Content, that you have secured any necessary permissions or releases from the copyright’s owner.
- Content Guidelines. Please don’t utilize the Sites and Services as a forum to post inappropriate content. That being said, Profer reserves the right, but not the obligation, to edit, refuse to post, or remove any content that you or any other users post to the Sites

and Services, if Profer determines, in its sole discretion, that the content includes any of the following: (i) Offensive, language that is harmful, abusive, or both harmful and abusive, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (*e.g.*, racist/discriminatory speech); (ii) references to illegal activity; (iii) language that violates the standards of good taste or the standards of the Sites and Services; (iv) statements that are or appear to be false; and (v) comments that disparage Profer.

Additional Restrictions; Pro Reviews. In addition to the restrictions contained above, when utilizing the Sites and Services to review Pros, such content will be subject to Profer's right, but not obligation, to edit, refuse to post, or remove such content if Profer, in its sole discretion determines that the content includes any of the following: (i) Reviews that do not address the goods and services of the business or reviews with no qualitative value; (ii) comments concerning a different Pro – *i.e.* don't use comments relating to one Pro to review a different Pro; and (iii) information not related to work requested in the relevant home service request.

Additional Restrictions; Homeowner Reviews. In addition to the restrictions contained above, when utilizing the Sites and Services to review Homeowners, such content will be subject to Profer's right, but not obligation, to edit, refuse to post, or remove such content if Profer, in its sole discretion determines that the content includes any of the following: (i) information not related to work requested in the relevant home service request; and (ii) Personal Information relating to Homeowners.

Dispute Related Reviews. Profer recognizes that disputes may arise from time to time between you and the Pros whom you choose to complete your home service requests, and, accordingly, Profer reserves the right, but not the obligation, to hold ratings or reviews concerning home services requests that are the subject of a dispute in pending status until the dispute is resolved.

Truthfulness of Reviews. You represent and warrant that any ratings or reviews that you submit will be accurate and truthful, and that, for Homeowner, you will only submit ratings and reviews for Pros who have actually performed services for you pursuant to a home service request – *i.e.* please don't review Pros if you're unfamiliar with their work product, and that, for Pros, you will only submit ratings and reviews for Homeowners who you have actually been contacted by to perform services – *i.e.* please don't review Homeowners with whom you have had no relevant contact.

9. Pro Verification Procedures and Disclaimers

Profer seeks to connect Homeowners with quality Pros through a vetting process focused on credibility. Unless otherwise noted on a Pro's credentials summary page, Profer uses the following vetting mechanisms as part of its verification process for new Pros applying for membership in Profer's network. Pros undergo the following vetting procedures when they sign up with Profer, and every year thereafter for which they have maintained an active account:

a. Licensure

We make sure that Pros applying for membership in Profer's network have the relevant required state-level trade license for the services they intend to provide to Homeowners. In certain states home service professionals must secure state-level licensing for projects above certain dollar amounts. We recommend that you confirm these licensing restrictions with your prospective Pro and your state or local licensing representative prior to engaging the Pro to complete your home service project. Similarly, in some areas local or county licensure is required for certain projects, and we recommend that you confirm these licensing restrictions with your prospective Pro and the relevant county or local authorities prior to engaging the Pro to complete your home service project. Additionally, on larger home service projects Pros may engage sub-contractors to assist them in completion of certain aspects of the project. Profer will not have had the opportunity to subject subcontractors to the vetting procedures discussed in this Section 9, and, accordingly, we recommend that you verify with your Pro, their subcontractors, and the applicable licensing authority that the subcontractors chosen by your Pro to help complete your home service project have the relevant required local, county, and state level licensure. We would also note that due to the unique nature of California's licensing regime Profer is required to rely on the representations of those home service professionals using a California General building contracting license to cover home improvement tasks that those home service professionals are performing more than one task as defined and required by the relevant California regulatory authority.

b. State Business Filings

For Pros applying for membership who operate through corporations or limited liability companies ("LLCs"), we confirm that their business is registered and in good standing in the state where it is located.

c. Criminal Records Search

We conduct a criminal background search of the Pros applying for membership in Profer's network. For those Pros operating as corporations or LLCs, we conduct a criminal background search of the owner/principal of the Pro (as with our other vetting procedures, we do not perform criminal background searches of the individuals employed by the Pro). Our searches are conducted based on information collected from a third-party vendor searching in the state where the Pro or owner/principal of the company is located, and these searches are limited to relevant criminal convictions associated with Pros, or the Pro's owner/principal, occurring within the last three (3) years prior to the Pro's application for membership in the Profer network. As with our other vetting procedures, criminal background searches are updated every year for current accounts.

d. Sex Offender Search

We search each Pro, or, for those Pros operating as corporations or LLCs, the Pro's owner/principal, against websites that consolidate state sex offender information. Please note that we seek matches based solely on the name of the Pro or owner/principal, our searches are

confined to the state where the Pro/owner/principal is located (we don't run sex offender searches in any other states), and only a fingerprint match can guarantee an accurate match for a sex offender search. We suggest reaching out to your Pro(s) to get the names of the individuals who will be working in your home so that you have the opportunity to conduct sex offender searches against those names prior to the commencement of your home service project.

e. Identify Verification (Social Security Number)

Profer verifies, using a state issued driver's licenses or other form of state issued photo identification, the social security number of each Pro, or for those Pros operating as corporations or LLC's, the social security number of the Pro's owner/principal, to make sure Pros/owners/principals are who they say they are.

f. Civil Judgment Search

We conduct a civil judgment search of the Pros applying for membership in Profer's network. For those Pro's operating as corporations or LLCs, we conduct a civil judgment search of the owner/principal of the Pro. Our searches are conducted based on information collected from a third-party vendor searching in the state where the Pro or owner/principal of the company is located, are limited to significant state-level civil judgments or liens entered against the Pro/owner/principal by business customers and bankruptcy filings by or against the Pro/owner/principal, and are limited to the 12-month period preceding the Pro's application for membership in the Profer network. As with our other vetting procedures, civil judgment searches are updated every year for active accounts.

g. Limitations

Please bear in mind that, although, unless otherwise noted on a Pro's credentials summary page, Pros applying for membership in Profer's network are subject to our verification procedures, we are obliged to perform our screening using the information that is provided to us by applicants – e.g. name, birthdate, social security number. Additionally, as noted, our Pros are verified when they apply for inclusion in the Profer network and every year thereafter for which they maintain an active account. Accordingly, it is possible that a Pro's information will have changed in a relevant way between screenings, and Profer cannot and does not warrant or represent that profile and screening information is up to date. Further, you agree that Profer has no obligation to update a Pro's screening information. We recommend that you review and verify the information contained in a Pro's credential summary page prior to engaging a Pro to complete your home service project. This is the only way to assure that the information contained in the Pro's credential summary page is current.

We would also note that there is simply no way to guarantee that any vetting process is perfect. We believe that we use commercially reasonable methods to ensure that applicants to Profer's network are vetted for credibility, but the information that we retrieve may change between search periods and information provided by state, local, and third-party vendors may have not yet updated, may be subject to errors, or may in some other way be incomplete. However, we are constantly assessing ways to improve our procedures, and, accordingly, the procedures described

in this Section 9 may change from time to time in Profer's sole discretion (though Profer will be under no obligation to change these procedures).

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

h. Pro Profiles

Profer allows verified Pros to use the Sites and Services to post information about themselves. This information is not reviewed or verified by Profer, Profer makes no representations or warranties regarding this information, and Profer assumes no liability related to such information.

10. Homeowner Verification Procedures and Disclaimers

Just as Profer seeks to connect Homeowners with quality Pros, Profer also seeks to connect Pros with real Homeowners with real home services projects. Accordingly, unless otherwise noted, Profer uses the following procedures to verify the information provided by new Homeowners seeking to utilize the Sites and Services to connect with Pros. The information provided by Homeowner at sign-up is subject to the following verification procedures:

a. Identify Verification (Address, Phone Number, and Email)

We conduct an information verification search of Homeowners when they sign up with Profer. Specifically, we use information collected from third-party vendors in the state where the Homeowner is located to verify that the address, phone number, and email address provided by the Homeowner at sign-up is correct.

b. Limitations

Please bear in mind that, although, unless otherwise noted, Homeowners seeking to sign up with Profer are subject to our information verification procedures, we are obliged to perform our screening using the information that is provided to us by the Homeowners – *e.g.* name, address, telephone number. Additionally, as noted, Homeowner information is verified when a Homeowner seeks to sign-up with Profer. However, it is possible that a Homeowner's information will have changed in a relevant way since their initial sign-up and Profer cannot and does not warrant or represent that Homeowner information is up to date. Further, you agree that Profer has no obligation to update a Homeowner's information. We recommend that you review and verify the name, address, phone number, and email address provided by a Homeowner prior

to agreeing to complete the Homeowner's home service request. This is the only way to assure that the information provided by the Homeowner is correct.

As with the Pro verification procedures, we would also note that there is simply no way to guarantee that any information verification process is perfect. We believe we use commercially reasonable methods to ensure that information provided by Homeowners seeking to sign up with Profer is verified, but the information that we seek to verify may change following the Homeowner's sign-up and information provided by third-party vendors may have not yet updated, may be subject to errors, or may in some other way be incomplete. However, we are constantly assessing ways to improve our procedures, and, accordingly, the procedures described in this Section 10 may change from time to time in Profer's sole discretion (though Profer will be under no obligation to change these procedures).

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

c. Homeowner Profiles

Profer allows Homeowners to use the Sites and Services to post information about themselves. This information is not reviewed or verified by Profer, Profer makes no representations or warranties regarding this information, and Profer assumes no liability related to such information.

11. Profer Points

Homeowners may earn Profer Points when another Homeowner they refer to Profer ("Referred Homeowner") uses Profer to secure a Pro to complete their home service project. Points are only earned where a Referred Homeowner submits a project through the Sites and Services and a Pro purchases the lead generated by that submittal. Referring Homeowners ("Referring Homeowners") will receive twenty-five (25) Profer Points the first time the Referred Homeowner submits a project through the Sites and Services and a Pro purchases the lead generated by that submittal. Referred Homeowners will also receive twenty-five (25) Profer Points the first time a Pro purchases the lead generated by a project that the Referred Homeowner submits through the Sites and Services. Referring Homeowners are only eligible to receive twenty-five (25) Profer Points per Referred Homeowner – *i.e.* it does not matter how many leads resulting from the Referred Homeowner's project submittals are subsequently purchased by Pros. Similarly, Referred Homeowners are only eligible to receive twenty-five (25) Profer Points relating to the initial referral that resulted in the submission of their first

purchased lead – though Referred Homeowners are encouraged to take advantage of the Profer Points system to refer their friends and family to Profer.

Profer Point have no intrinsic value, are not redeemable for cash, and have no cash value (excepting where a Homeowner elects to use their Profer Points to reduce their cost for a home service project). Profer Points may not be purchased for cash, are nonrefundable, and will not be applied against any sales, use, gross receipts or similar transactions-based taxes that may be applicable to you. Profer Points you receive are personal to you, you may not sell, license, rent, or otherwise transfer Profer Points, and Profer Points may only be applied to your account and may not be applied to any other account.

Profer Points are your reward for helping us spread the word about Profer. Accordingly, Profer Points can only be used when you submit a project through Profer, one or more Pros purchases the lead generated by your submission, and you choose one of those Pros to complete your project (and elect to apply your Profer Points as payment to the Pro(s) you choose). Profer has arranged with the individual Pros to forward \$1 in payment to them for each Profer Point you choose to apply to the cost of your project.

12. Ratings and Reviews are Not Endorsed by Profer

Ratings and reviews of Pros and Homeowners displayed on the Sites and Services simply represent the opinions of other Profer customers. These ratings and reviews do not reflect or represent Profer’s opinions or representations and Profer disclaims any and all representations and warranties with regard to any ratings and reviews available on the Sites and Services. You agree and acknowledge that Profer does not assume responsibility or liability for any ratings and reviews or for any claims, damages, or losses resulting from any use of the Sites and Services or the materials contained on the Sites and Services.

13. Articles and Other Content

Profer may provide certain content concerning home services, improvement, repair, and maintenance (“Articles”), on the Sites and Services. Please remember that these Articles are provided “As-Is”, without any warranties or representations, and you assume all liability and responsibility for your use of the Articles. Additionally, you understand and agree that the Articles do not provide advice and should not be considered a substitute for the advice of a professional.

14. Links to Third Party Sites

Some links contained on the Sites and Services may allow you to access websites not included in the Sites and Services (“Linked Sites”). Linked Sites are not under Profer’s control and Profer is not responsible for the content or functionality of Linked Sites, links contained in Linked Sites, or any changes or updates to Linked Sites. Please use caution when accessing Linked Sites, and remember that your use of Linked Sites will be governed by the terms and conditions and other relevant policies applicable to the Linked Sites. Links to Linked Sites are provided by Profer as

a convenience to its users, and such links should not be construed as Profer's endorsement of the Linked Sites.

15. Third Party Copyrights/Digital Millennium Copyright Act ("DMCA") Policy

Profer strives to respect the intellectual property of others, and we would ask that you do the same. All of our users are responsible for ensuring that the materials they upload to the Sites and Services do not infringe any third-party copyrights.

Profer will promptly remove materials from the Sites and Service in accordance with the Digital Millennium Copyright Act ("DMCA") if properly notified that the materials infringe a third party's copyright. Further, where warranted, Profer retains the right, in its sole discretion, to terminate the accounts of repeat copyright infringers.

- **Removal of Copyrighted Content (DMCA Notice by Copyright Holders)**

If you think that your work has been copied in a way that constitutes copyright infringement, please provide Profer with a written notice containing the following:

- i. Your name; address, telephone number, and email address (if available);
- ii. Identification of the allegedly infringed copyrighted works, or, if multiple copyrighted works are covered by a single notification, a representative list of works;
such
- iii. 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 Profer to locate the material;
- iv. A statement by you stating that you have a good faith belief that use of the material in the matter complained of is not authorized by the copyright owner, its agent, or the law;
- v. A statement that the information in the notification is accurate, and UNDER PENALTY OF PERJURY, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- vi. A physical or electronic signature of a person authorized to act on behalf of the owner of the allegedly infringed copyright.

You may submit this information via email to: info@profer.com.

You may submit this information offline through: Profer, Inc., 110 S. Main St., #101, Wichita, Kansas 67202.

- **Restoring Removed Content (DMCA Counter-Notification for Profer Users)**

If you think that your material has been removed mistakenly or removed due to misidentification, please provide Profer with a written counter-notification containing the following:

- i. Your name; address, telephone number, and email address (if available);
- ii. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- iii. A statement UNDER PENALTY OF PERJURY that the you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- iv. A statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which Profer may be found (which includes the United States District Court for the District of Kansas), and that you will accept service of process from the person who provided the original DMCA notice or an agent of that person;
- v. Your physical or electronic signature.

You may submit this information via email to: info@profer.com.

You may submit this information offline through: Profer, Inc., 110 S. Main St., #101, Wichita, Kansas 67202.

Please be aware that Profer will send any complete counter-notifications we receive to the person who submitted the original DMCA notice. The person who submitted the original DMCA notice may choose to file a lawsuit against you for copyright infringement. If we do not receive notice of the filing of a lawsuit within ten (10) business days after we provide notice of your counter-notification, we will restore the removed materials. However, your materials will remain removed until restored pursuant to the previous sentence. We will provide you a copy of the original DMCA notice upon your request.

- **Repeat Infringers (Termination of Accounts)**

Your account may be terminated by Profer if it has been the subject of three (3) separate DMCA notices. If a user's materials are removed due to a DMCA notice and then restored due to the filing of a DMCA counter-notification, Profer will treat the original DMCA notice as withdrawn. Profer reserves the right to, in its sole discretion, terminate user accounts that are the subject of fewer than three (3) DMCA notices where appropriate, particularly in circumstances where the user has a history of violating or willfully disregarding/disrespecting Profer's Terms.

- **Additional Information Requests and Warning Concerning Misrepresentations**

In filing your DMCA notice or counter-notification ensure that you have complied with all of the requirements set out above. Profer may make requests for additional information if necessary to make your DMCA notice or counter-notification complete. If we do so, please provide that information promptly. We may discontinue processing of your DMCA notice or counter-notification if you do not respond promptly to requests for additional information.

You have a legal obligation to ensure that the information that you provide is accurate. Specifically, under SECTION 512(f) OF THE DMCA, ANY PERSON WHO KNOWINGLY MATERIALLY MISREPRESENTS THAT MATERIAL OR ACTIVITY IS INFRINGING OR THAT MATERIAL OR ACTIVITY WAS REMOVED OR DISABLED BY MISTAKE OR MISIDENTIFICATION SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING COSTS AND ATTORNEYS' FEES, INCURRED BY THE ALLEGED INFRINGER, BY ANY COPYRIGHT OWNER OR COPYRIGHT OWNER'S AUTHORIZED LICENSEE, OR BY PROFER, TO THE EXTENT PROFER IS INJURED BY SUCH MISREPRESENTATION, AS THE RESULT OF PROFER RELYING UPON SUCH MISREPRESENTATION IN REMOVING OR DISABLING ACCESS TO THE MATERIAL OR ACTIVITY CLAIMED TO BE INFRINGING, OR IN REPLACING THE REMOVED MATERIAL OR CEASING TO DISABLE ACCESS TO IT.

More information concerning the legal requirements of a DMCA notice may be found under Section 512(c)(3) of the DMCA (or by contacting an attorney). More information concerning the legal requirements of a DMCA counter-notification may be found under Section 512(g)(3) of the DMCA (or by contacting an attorney).

- **Profer's Copyright Agent**

Please send DMCA notices, DMCA counter-notifications, or any inquiries concerning intellectual property to Profer's Copyright Agent: Profer, Inc., 110 S. Main St., #101, Wichita, Kansas 67202, Attention: Legal Department – Copyright Agent, info@profer.com.

16. Notice Specific to Documents and Information Available on this Website

Permission to use documents (such as press releases, datasheets, content, information items, and FAQs) from the Sites and Services 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 Sites and Services 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 Profer's express written permission. 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 Sites and Services or any other Profer owned, operated, licensed or controlled site. Elements of the Sites and Services 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 Profer website may be copied or retransmitted unless expressly permitted by Profer. You may not use any deep-link, page-scrape, spider, robot, crawl, index, internet agent, or other automatic device, program, algorithm, or similar technology, to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches or monitor any portion of the Sites and Services. PROFER AND ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SITES AND SERVICES FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PUBLISHED "AS IS" WITHOUT WARRANTY OF ANY KIND. PROFER AND 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. DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE SITES AND SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PROFER AND ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENT AND CHANGES IN THE PRODUCTS AND PROGRAMS DESCRIBED HEREIN AT ANY TIME.

17. Indemnification

YOU AGREE THAT YOU WILL INDEMNIFY PROFER, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, AND 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 SITES AND SERVICES, WITH REGARD TO ANY DISPUTE BETWEEN YOU AND A PRO, OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

18. Dispute Resolution Assistance

Profer does not and cannot guarantee the work performed by a Pro, and Profer has no obligation to you concerning your relationship with the Pro(s) you choose to complete your home service requests. However, Profer has developed a resolution process to try and assist you in the resolution of any disputes that may arise in the course of the completion of a home improvement repair or maintenance project with a verified Pro who you learned about through the Sites and Services. Recognizing the absence of any obligation on Profer's part to assist you in disputes with Pros concerning home improvement repair or maintenance projects, Profer may, upon your request, provide limited assistance in resolving disputes between you and a verified Pro. Once you request Profer's limited assistance in resolving disputes between you and a verified Pro, you must participate in our resolution process and use good faith efforts to address your problems

through the resolution process. However, once again, our willingness to employ limited dispute resolution assistance in no way nullifies the release and indemnification described in these Terms. You agree that you will not refuse to pay a Pro without a good faith reason for your refusal. You agree that Profer is not responsible for a Pro's accessibility or availability or for your interactions and dealings with a Pro.

19. Arbitration

The exclusive means of resolving any dispute between you and Profer or any claim or controversy arising out of or relating to use of the Sites and Services (including any alleged breach of these Terms) will be **BINDING ARBITRATION** administered by the American Arbitration Association in the State of Kansas, **EXCEPT AS EXPRESSLY PROVIDED BY APPLICABLE FEDERAL OR STATE LAW**. An award of arbitration may be confirmed in a court of competent jurisdiction. You may not under any circumstances commence, participate in, or maintain against Profer any class action, class arbitration, or other representative action or proceeding.

NOTICE OF RIGHTS

By using the Sites and Services in any manner, you agree to the above arbitration agreement. In doing so, **YOU GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend any claims between you and Profer. **YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING**. Your rights will be determined by a **NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY**. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event this arbitration agreement is for any reason held to be unenforceable, any litigation against Profer may be held only in federal or state court located in Sedgwick County, Kansas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

These Terms, and any dispute between you and Profer, will be governed by the laws of the State of Kansas without regard to principles of conflicts of law, provided that this arbitration agreement will be governed by the Federal Arbitration Act.

20. General Provisions

You hereby acknowledge and agree that the Sites and Services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and Profer's sole obligation to you or any third party for any claim arising out of your use of the Sites and Services, is that you are free to discontinue your use of the Sites and Services at any time.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROFER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROFER BE LIABLE FOR ANY EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL (INCLUDING LOST PROFITS), PUNITIVE, OR CONSEQUENTIAL DAMAGES (EVEN IF PROFER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. THE MAXIMUM TOTAL LIABILITY OF PROFER TO YOU WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$100.00. SOME STATES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. The Terms will inure to the benefit of Profer's successors, assigns, and licensees. If any provision of these Terms is deemed unlawful, void, or unenforceable, for any reason, by any court of competent jurisdiction, that provision will be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision will be stricken and will not affect the validity and enforceability of the remaining terms. Profer's failure to exercise or enforce any right of provision of the Terms will 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 Sites and Services or the Terms 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 are for convenience only and have no legal or contractual effect. These Terms are governed by the laws of the State of Kansas as such laws are applied to agreements entered into and to be performed entirely in the State of Kansas and between Kansas residents. You agree to submit to jurisdiction in Kansas and that any claim arising out of or related to these Terms will be brought solely in a court in Sedgwick County, Kansas. These Terms constitute the entire agreement between you and Profer and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These Terms may be modified by Profer in its sole discretion or pursuant to an agreement signed by both parties.