

THIS AGREEMENT CONTAINS IMPORTANT INFORMATION REGARDING YOUR OBLIGATIONS AND LIMITATIONS ON YOUR LEGAL RIGHTS AND REMEDIES AND OUR LIABILITY. BEFORE USING ANY HOMESTARS SERVICES, PLEASE READ THIS AGREEMENT.

HOMESTARS®
CUSTOMER USER AGREEMENT

Last updated: 21 January 2025

Welcome to the HomeStars® platform! The HomeStars platform is an online home improvement marketplace that provides you with the ability to quickly get quotes for your home improvement projects from our network of consumer-reviewed professionals.

THIS CUSTOMER USER AGREEMENT is entered into between you (“**you**”, “**your**”, “**yourself**”, and words of like meaning) and HomeStars Inc. (“**HomeStars**”, “**us**”, “**we**”, “**our**”, and words of like meaning). This Agreement sets out the terms and conditions that apply to your use of the Platform (as defined herein) and constitutes a binding legal agreement between you and HomeStars. If you notice any errors in this Agreement, you should not agree to this Agreement and you should notify us of such errors via email to service@homestars.com or via the [Contact Us](#) page of the Platform. This Agreement must be read in conjunction with the [Terms of Use](#), [Privacy Policy](#), and the HomeStars Policies, as the same may be updated, amended, restated, supplemented, or otherwise modified from time to time, each of which is incorporated by reference into, and forms an integral part of, this Agreement. Unless and only to the extent otherwise expressly provided in this Agreement, if there is any conflict or inconsistency between this Agreement and the [Terms of Use](#), the relevant terms and conditions of this Agreement will govern and prevail to the extent necessary to resolve such conflict or inconsistency.

BY CLICKING “**AGREE AND CONTINUE**” OR BY ACCESSING DOWNLOADING, INSTALLING, USING, OR CONTINUING TO USE THE PLATFORM IN WHOLE OR IN PART, YOU: (A) REPRESENT AND WARRANT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (B) FREELY ACCEPT AND AGREE TO BE BOUND BY AND COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY AND COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT, YOU ARE NOT PERMITTED TO ACCESS OR USE THE PLATFORM (OR ANY PORTION OF IT) AND YOU SHOULD NOT AGREE TO THIS AGREEMENT.

HomeStars reserves the right, in its sole discretion, to amend, restate, replace, supplement, or otherwise modify this Agreement at any time and from time to time by providing you with reasonable prior notice, except that we may not notify you of minor amendments that do not alter the content or meaning of this Agreement. By accessing or using the Platform (or any portion of it) after any such amendments, restatements, replacements, supplements, or modifications, you agree to be bound by, and comply with, this Agreement, as so amended, restated, replaced, supplemented, or modified. Notwithstanding the foregoing, we reserve the right to not provide you with advance notice of modifications to this Agreement in limited circumstances where such modifications are required to be made with immediate effect, including for legal or regulatory reasons or to protect the Platform, HomeStars, or any other Person from fraud, malware, data breaches, or other security risks. If any such amendment, restatement, replacement, supplement, or modification is not acceptable to you, you must immediately cease accessing and using the Platform.

1. – INTERPRETATION

1.1. **Definitions.** In this Agreement, the following terms will have the respective meanings indicated below:

- (1) **“Agreement”** means this Customer User Agreement together with the [Terms of Use](#) and [Privacy Policy](#), and the HomeStars Policies, as the same may be updated, amended, restated, supplemented, or otherwise modified from time to time.
- (2) **“Applicable Law”** means any domestic or foreign law, rule, statute, subordinate legislation, regulation, by-law, order, ordinance, protocol, code, guideline, treaty, policy, notice, direction, or judicial, arbitral, administrative, ministerial, or departmental judgment, award, decree, treaty, directive, or other requirement or guideline published or in force at any time that applies to this Agreement, the Platform, the Content, Your Content, any Job, any Professional, or either Party or is otherwise intended to govern or regulate any Person, property, transaction, activity, event, or other matter in connection therewith, including with respect to construction, liens, zoning, insurance, or any rule, order, judgment, directive, or other requirement or guideline issued by any governmental or regulatory authority in any jurisdiction.
- (3) **“Claim”** means any actual, threatened, or potential civil, criminal, administrative, regulatory, arbitral, or investigative claim, demand, allegation, action, suit, investigation, or proceeding or any other claim or demand.
- (4) **“Content”** means any and all content and information on the Platform or posted, provided, or made available by HomeStars or any other Person (other than you) on or by way of the Platform or any HomeStars social media account, including any and all: (a) editorial content, postings, personal profiles, articles, publications, written materials, text, data and information (including Professional Data), messages, texts, files, documents, events, and literary works; (b) logos, designs, graphics, images, photographs, pictures, artwork, artistic works, sounds, videos, performances, and audio-visual works; and (c) selections, arrangements, compilations, modifications, and enhancements of any of the foregoing.
- (5) **“Customer”** means any Person who submits, posts, or publishes a Job on the Platform.
- (6) **“Derivative Works”** means any derivative works or materials created, developed, or produced by or for and on behalf of HomeStars using Your Content (in whole or in part).
- (7) **“Discloser”** means HomeStars, any User (other than you), or any Third-Party Service Provider, as applicable.
- (8) **“Event of Default”** has the meaning given to it in Section 12.1 (Events of Default).
- (9) **“Feedback”** means any and all feedback, suggestions, comments, recommendations, ideas, and materials for improvement regarding HomeStars, the Platform, the Content, the Software, the Services, any User, any Job, any Responses, any Shortlistings, or any portion thereof provided by you or any of your Representatives to HomeStars or any of its affiliates or any Third-Party Service Provider or any of their respective Representatives.

- (10) **“HomeStars Mark”** means any trademark, corporate name, business name, or other trade name of HomeStars or any of its affiliates, including HOMESTARS®, HOMESTARS FOR PROS™, HOMESTARS FOR HOMEOWNERS™, and any and all logo, word script, and design versions thereof, in each case whether registrable or not, owned, or used by HomeStars or any of its affiliates.
- (11) **“HomeStars Policy”** means any policy or procedure of HomeStars from time to time, as updated, amended, restated, supplemented, or otherwise modified from time to time, each of which is incorporated by reference into, and forms an integral part of, this Agreement.
- (12) **“HomeStars Property”** means: (a) the Platform and the associated look and feel, architecture, layout, interface, templates, web pages, and any and all Content; (b) the Software, HomeStars Marks, and any and all other tangible and intangible property, including intellectual property, of HomeStars or any of its affiliates or licensed to HomeStars or any of its affiliates by any third party; (c) any and all other proprietary products, services, technology, software, source code, object code, systems, materials, functionality, databases, screen formats, report formats, techniques, materials, methodology, and know-how of HomeStars or any of its affiliates or licensed to HomeStars or any of its affiliates by any Person; (d) any and all information or data of HomeStars or any User (other than you), including Professional Data, Feedback, and Derivative Works; (e) any and all information or data generated by or from any of the foregoing; (f) any and all changes, customizations, patches, bug fixes, releases, modifications, developments, new features, functions, or enhancements in respect of any of the foregoing; and (g) any and all intellectual property rights in any of the foregoing.
- (13) **“HomeStars Site”** means the HomeStars website located at www.homestars.com together with any other website owned by HomeStars by way of which HomeStars makes any Services available in Canada, including any and all related pages, URLs, domains, and subdomains.
- (14) **“Job”** means a specific job, project, service, or activity posted on or submitted to the Platform by a Person, in respect of which that Person is seeking Professional Services.
- (15) **“Loss”** means any loss, liability, or damage (including Taxes and related penalties) and any related costs or expenses, including reasonable legal fees on a full indemnity basis, and expenses and costs of litigation, settlement, judgement, appeal, interest, and penalties.
- (16) **“Party”** means either you or HomeStars, as applicable, and **“Parties”** means you and HomeStars.
- (17) **“Person”** will be broadly interpreted and means any individual, corporation, partnership, limited partnership, limited liability corporation, association, unincorporated association, trustee, trust, or other entity or organization.
- (18) **“Platform”** means the HomeStars Sites and any and all related web or mobile applications owned, operated, or hosted by or for and on behalf of HomeStars, including the HomeStars For Homeowners app, and all Content, and tools contained therein.

- (19) **“Privacy Policy”** means the HomeStars Privacy Policy set out on the Platform, as updated, amended, restated, supplemented, or otherwise modified from time to time, and which is incorporated by reference into, and forms an integral part of, this Agreement.
- (20) **“Professional”** means any Person that offers the services of a professional tradesperson and registers as such on the Platform.
- (21) **“Professional Contract”** means any agreement, contract, document, or instrument entered into between you and a Professional, whether in writing or orally, regarding a Job.
- (22) **“Professional Data”** means any and all data and information pertaining to any Professional.
- (23) **“Professional Service”** means any service offered or provided by any Professional.
- (24) **“Representative”** means, with respect to a Person, any director, officer, principal, employee, personnel, contractor, subcontractor, subtrade, agent, representative, or professional advisor of such Person.
- (25) **“Respond”, “Response”,** and any other similar term means, with respect to any of Your Jobs, a Professional responds to, contacts, quotes, or messages you via the Platform regarding Your Job.
- (26) **“Services”** has the meaning given to it in Section 2.3 (Services).
- (27) **“Shortlist”, “Shortlisted”, or “Shortlisting”,** and any other similar term means, with respect to any of Your Jobs, following an invite from you, either: (a) a Professional Responds via the Platform and you shortlist them for Your Job; or (b) a Professional shortlists themselves for Your Job for the purpose of enabling them to contact you regarding Your Job.
- (28) **“Software”** means any and all software or code (including source code and object code) that supports the Platform or any portion of it.
- (29) **“Term”** has the meaning given to it in Section 13.1 (Term).
- (30) **“Terms of Use”** means the Terms of Use set out on the Platform, as updated, amended, restated, supplemented, or otherwise modified from time to time, and which is incorporated by reference into, and forms an integral part of, this Agreement.
- (31) **“Third-Party Service”** means any product or service of, or provided or made available by, any Person (other than either Party) in connection with the Platform, including Professionals or in connection with any websites, applications, content, advertisements, promotions, communications, information, or resources.
- (32) **“Third-Party Service Provider”** means any Person (other than either Party) providing or making available any Third-Party Service.

- (33) **“User”** means any user of the Platform, including any Customer or any Professional, from time to time.
- (34) **“Your Content”** means any and all content and information posted, provided, or made available by you on or by way of the Platform or any HomeStars social media account, including any and all: (a) Your Data; (b) trademarks, corporate names, business names, and other trade names of Your Business, including logo, word script, and design versions thereof; (c) editorial content, postings, personal profiles, articles, publications, written materials, text, data, information, messages, texts, files, documents, events, and literary works; (d) logos, designs, graphics, images, photographs, pictures, artwork, artistic works, sounds, videos, performances, and audio-visual works; and (e) selections, arrangements, compilations, modifications, and enhancements of any of the foregoing.
- (35) **“Your Customer Account”** means your customer account on the Platform.
- (36) **“Your Customer Dashboard”** means a page of the Platform, through which you can access and manage Your Customer Account, and Your Jobs, including Responses, Shortlistings, and Professional Data of Professionals that have been Shortlisted for Your Jobs.
- (37) **“Your Data”** means any and all data and information (including personal information) that you upload to the Platform, including that you provide by way of fields or prompts on the Platform or in connection with Your Customer Account, Shortlistings, or Your Jobs.
- (38) **“Your Job”** means any Job that is the subject of a Professional Contract.
- (39) **“Your Public Content”** means any and all of Your Content, other than any of your personal information.
- 1.2. **Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder”, and similar expressions refer to this Agreement and not to any particular Article, Section, or other portion of this Agreement and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references in this Agreement to Articles and Sections are to Articles and Sections of this Agreement.
- 1.3. **Extended Meanings.** In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders and the terms “include” and “including” will also mean “include without limitation” and “including without limitation” respectively.
- 1.4. **Currency.** Unless and only to the extent otherwise expressly provided in writing in this Agreement, all dollar amounts referred to in this Agreement are stated in Canadian Dollars (CAD).
- 1.5. **Statute References.** Any reference in this Agreement to any statute or any section thereof will, unless otherwise expressly stated, be deemed to be a reference to such statute or section as amended, restated, or re-enacted from time to time.

- 1.6. **Privacy Policy.** For information about how HomeStars collects, uses, and shares personal information, please review our [Privacy Policy](#).
- 1.7. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral, between the Parties. Except as otherwise expressly provided in this Agreement, there are no representations, warranties, conditions, other agreements, or acknowledgements, whether direct or collateral, express or implied, that form part of or affect this Agreement. You acknowledge and agree that your entering into, or your agreement to be bound by the terms and conditions of, this Agreement has not been induced by, nor do you rely upon or regard as material, any representations, warranties, conditions, other agreements, or acknowledgements not expressly made in this Agreement.

2. – PLATFORM, LICENCE, AND SERVICES

- 2.1. **Platform.** The Platform provides you with the ability to offer Your Jobs to Professionals, search for and connect with Professionals, and communicate with Professionals and HomeStars. You acknowledge and agree that:
- (1) you may access and use the Platform only in accordance with the terms and conditions of this Agreement and Applicable Law;
 - (2) the Platform is only available for use pursuant to this Agreement in Canada (excluding the Province of Québec);
 - (3) HomeStars provides the Platform for your own personal, household, or consumer use;
 - (4) HomeStars, as the provider of the Platform, is not the provider of home improvement services and it does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Professional Services (in whole or in part) to any Person;
 - (5) at all times, as between the Parties, you are solely responsible and liable for any and all Professional Services; and
 - (6) you will be solely responsible and liable for obtaining any software, hardware, or equipment required or desirable for you to access and use the Platform and any associated costs and expenses, including any and all mobile devices, data plans, and computer and Internet fees.
- 2.2. **Licence.** Subject to the terms, restrictions, and conditions of this Agreement, during the Term, HomeStars grants to you a limited, non-exclusive, non-transferable, non-sublicensable, restricted to Canada (excluding the Province of Québec), revocable right and licence to access and use the Platform and use, reproduce, display, and link the HomeStars Marks for the sole purpose of posting Your Jobs, connecting with Professionals, getting quotes for Professional Services, and communicating with Professionals and HomeStars for that purpose and not for any other purpose whatsoever (the “Licence”). All rights and licences not so expressly granted are expressly reserved by HomeStars. Upon the termination of this Agreement, the Licence will immediately and automatically terminate and be of no further force or effect.

- 2.3. **Services.** Subject to the terms, restrictions, and conditions of this Agreement, during the Term, HomeStars will use commercially reasonable efforts to make the Platform available for access and use by you and Professionals (the “**Services**”).
- 2.4. **Availability and Modifications.** We aim to make the Platform available to you on a 24/7 basis. However, notwithstanding this aim, we reserve the right to, in our sole discretion, at any time and from time to time with or without notice to you, restrict the availability of the Platform (in whole or in part) as we may determine is necessary or desirable, including in view of routine and emergency maintenance, repairs, and bug fixes, capacity limits, the security or integrity of the Platform, our servers, third-party servers or capabilities, or to carry out maintenance measures or upgrades that ensure the proper or improved functioning of the Platform. We will aim to, but will have no obligation to, give you as much notice of any downtime or non-availability of the Platform as may be reasonable under the circumstances. In addition, we reserve the right to, in our sole discretion, at any time and from time to time with or without notice to you, change, modify, customize, enhance, improve, upgrade, or replace the Platform (in whole or part) and introduce new releases, new features, or new Services in connection with the Platform. Any such changes, modifications, customizations, enhancements, improvements, upgrades, or replacements may not necessarily include all existing features of the Platform. This Agreement will continue to govern the Platform, as so changed, modified, customized, enhanced, improved, upgraded, or replaced, unless and only to the extent it is accompanied by separate agreements, in which case the terms and conditions of those agreements will govern. By accessing or using the Platform in whole or in part after any such changes, modifications, customizations, enhancements, upgrades, improvements, or replacements, you agree to be bound by, and comply with, this Agreement or such other agreements, as applicable.

3. – YOUR CUSTOMER ACCOUNT

- 3.1. **Registration of Your Customer Account.** In order to access and use the Platform, you must register for Your Customer Account by way of the Platform. In order to register for Your Customer Account, you will need to provide some basic information about yourself, including your first and last names, your residence address, your phone number, and your e-mail address. You may not register more than one customer account with HomeStars unless HomeStars authorizes you to do so in writing. You may not assign or otherwise transfer Your Customer Account to any Person without the express written consent of HomeStars. You have the ability to cancel Your Customer Account at any time by notifying us via email to service@homestars.com or via the [Contact Us](#) page of the Platform. You will immediately notify HomeStars if you know or have any reason to suspect that Your Customer Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of Your Customer Account. HomeStars reserves the right to decline your request to register for a customer account or to cancel, suspend, revoke, or terminate Your Customer Account for any reason, including supply and demand, cost to maintain data, or other business considerations, for no reason, or otherwise in accordance with this Agreement.
- 3.2. **Your Customer Dashboard.** Upon registering for Your Customer Account, you will be able to access Your Customer Dashboard, and manage Your Customer Account, Your Jobs, Responses, and Shortlistings.
- 3.3. **Accuracy, Completeness, and Currency of Information.** You must provide accurate, complete, and current information during the process of registering Your Customer Account and you must keep Your Customer Account information accurate, complete, and current at all times. You can

manage Your Customer Account information in Your Customer Dashboard. You represent and warrant that you will include in Your Customer Account and in any case make available to any and all Professionals with whom you interact all information needed to comply with Applicable Law. We may, at our option and at any time, require you to promptly provide us with reasonable evidence that any information you have given us is true and up to date and that such information and your behaviour complies with this Agreement. We may suspend your access to the Platform (in whole or in part) until you have supplied this evidence, and we may terminate this Agreement if you do not comply with any such requests promptly in accordance with this Agreement. You hereby provide us with your permission to collect information about you and in connection with your performance of this Agreement and disclose such information to governmental or regulatory authorities if asked to so or as required by Applicable Law or for compliance with our legal or regulatory obligations.

- 3.4. **Advertising Placement.** You acknowledge and agree that HomeStars may publicly display advertisements and other information adjacent to, or included with, Your Profile or Your Content and that you are not entitled to any compensation for such advertisements. The manner, mode, and extent of, and any changes to, such advertising will be at HomeStars' sole discretion and is subject to change without specific notice to you.
- 3.5. **Your Customer Account Security and Passwords.** You acknowledge and agree that you are solely responsible and liable for maintaining the confidentiality and security of Your Customer Account and all related credentials, including usernames, identification codes, and passwords, and HomeStars will have no responsibility or liability whatsoever for maintaining the confidentiality or security of Your Customer Account credentials. You will be solely responsible and liable for any and all instructions, commitments, and other actions or communications taken under such identification codes or passwords. You will not disclose Your Customer Account credentials to any Person and you are solely responsible and liable for any and all activities conducted through Your Customer Account. You will notify us immediately upon becoming aware of any unauthorized access to or use of Your Customer Account or if you have reason to believe that Your Customer Account credentials have been compromised or are being or may be used in an unauthorized way or that the security of the Platform has or may have been compromised in any way. You will not introduce or permit the introduction of any viruses into the Platform and will at all times ensure that any devices you use to access and use the Platform have up to date anti-virus protection.

4. – ACCESS AND USE OF THE PLATFORM

- 4.1. **Restrictions on Registering Your Customer Account.** In order to access and use the Platform or register Your Customer Account, you must be at least 18 years of age and able to enter into legally binding contracts. If you are a resident of the Province of Québec, you are not permitted to access or use the Platform.
- 4.2. **Restrictions on Access and Use of the Platform.** You agree to use the Platform only as expressly set out in and permitted by this Agreement and to comply with the terms, restrictions, and conditions of this Agreement. Without limiting the generality of the foregoing, unless and only to the extent otherwise expressly permitted by this Agreement or in writing by HomeStars, you will not, on your own or with any other Person, directly or indirectly, in any way:

- (1) access or use the Platform or any other HomeStars Property (in whole or in part) that is not expressly authorized by HomeStars for use by you, including to create multiple customer accounts;
- (2) access or use the Platform or any other HomeStars Property (in whole or in part) in any way or for any purpose that violates any of the terms and conditions of this Agreement or Applicable Law;
- (3) access or use the Platform or any other HomeStars Property (in whole or in part) in any way or for any purpose that violates or infringes the rights (including intellectual property rights or privacy rights) of HomeStars or any User or any other Person or in any way restricts or inhibits any User's use and enjoyment of the Platform;
- (4) use the Platform or any HomeStars Property (in whole or in part) for any purpose or in any manner that falsely implies HomeStars' endorsement of you, a partnership with HomeStars, or otherwise misleads others as to your affiliation or relationship with HomeStars;
- (5) use the Platform, the Services, or any outputs therefrom (in whole or in part) in a manner that could compete with the Platform or HomeStars or any of HomeStars' businesses or services;
- (6) exploit the Platform or any other HomeStars Property (in whole or in part), including by trespass or burdening network capacity;
- (7) reproduce the Platform or any other HomeStars Property (in whole or in part) in any form or by any means;
- (8) make available, distribute, display, post, disseminate, publish, republish, transmit, re-transmit, communicate to the public, or broadcast the Platform or any other HomeStars Property (in whole or in part);
- (9) use the Platform or any other HomeStars Property (in whole or in part) in any way for or on behalf of any other Person, permit any other Person to use the Platform or any other HomeStars Property (in whole or in part) in any way, or re-licence or sublicense the Licence (in whole or in part) to any Person;
- (10) use the Platform (in whole or in part) in the operation of a service bureau or process or permit to be processed the information or data of any Person;
- (11) copy, store, or otherwise access or use any information, including personal information of any other User, contained on or accessible by way of the Platform in any way that is inconsistent with this Agreement (including our [Privacy Policy](#)) or that otherwise violates Applicable Law or the rights (including intellectual property rights or privacy rights) of any Person (including any User);
- (12) discriminate against or harass anyone, including any other User, on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age, or sexual orientation or otherwise engage in any violent, harmful, abusive, or disruptive behavior;

- (13) modify, copy, duplicate, virtualize, mirror, create derivative works of, reverse engineer, decompile, disassemble, translate, or otherwise exploit the Platform, the Platform's architecture, layout, or design, any associated web page or form contained thereon, the Software, or any other HomeStars Property (in whole or in part), including making use of any data schemas or dictionaries, or attempt to do any of the foregoing or allow or enable any Person to do the same;
- (14) scrape, whether by way of screen scraping or database scraping, the Platform, the Software, or any other HomeStars Property (in whole or in part) or use any robot, spider, or crawler or otherwise interact with the Platform or Software or engage in any other activity intended to collect, store, reorganize, summarize, or manipulate any HomeStars Property (in whole or in part), whether by automatic or manual programs, means, or processes;
- (15) avoid, bypass, remove, deactivate, impair, descramble, tamper with, or otherwise attempt to circumvent any technological measure implemented by HomeStars or any Person for or on behalf of HomeStars to protect the Platform, the Software, or any other HomeStars Property (in whole or in part);
- (16) take any action that damages or adversely affects or could damage or adversely affect the performance or proper functioning of the Platform or the Software;
- (17) sell, licence, sublicense, transfer, share, distribute, rent, lease, loan, or engage in any other commercial transaction relating to the Platform, any Professional Data, or any other HomeStars Property (in whole or in part) or any reproduction of all or any portion thereof in any medium; or
- (18) dilute, tarnish, or otherwise harm the HomeStars brand or reputation in any way, including through unauthorized use of the Platform, the Software, or any other HomeStars Property, registering or using any HomeStars Marks or derivative terms in any way, including in domain names, trade names, trademarks, or other source identifiers, or registering or using domain names, trade names, trademarks, or other source identifiers that closely imitate or are confusingly similar to HomeStars' domains, trade names, trademarks, taglines, promotional campaigns, or any other HomeStars Property.

4.3. **Other User Content.** Other Users may upload, post, or otherwise share Content by way of the Platform. All such Content belongs to HomeStars or the User who shared such Content. You do not have, nor will you acquire any rights in relation to, the Content of other Users. Unless and only to the extent otherwise expressly consented to by HomeStars or the applicable User, you may not use any Content for any purpose, including to spam, harass, defame, or make unlawful threats. We reserve the right to terminate this Agreement or cancel, suspend, or limit your access to the Platform or Your Customer Account or any of Your Jobs (or any portion thereof) if you misuse the Content.

4.4. **Your Content.** The Platform may from time to time allow you to upload, post, or otherwise share Your Content to the Platform. You acknowledge and agree that Your Public Content may be visible to third parties, including Professionals and other Users and any Person accessing or using the Platform (or any portion of it). HomeStars reserves the right to remove, edit, limit, or block access to any of Your Content at any time, and it will have no obligation whatsoever to review or

display Your Content. You are solely responsible and liable for Your Content. You acknowledge and agree that you will not post, upload, or otherwise share any content to the Platform that:

- (1) violates the provisions of this Agreement or Applicable Law;
- (2) contains language or imagery that could be deemed offensive or is likely to harass, upset, embarrass, alarm, or annoy any other Person;
- (3) is obscene, pornographic, violent, or otherwise may offend human dignity;
- (4) is abusive, insulting, threatening, discriminatory, or which promotes or encourages racism, sexism, hatred, or bigotry;
- (5) encourages any illegal activity, including terrorism, or incites racial hatred or the submission of which in itself constitutes committing a criminal offence;
- (6) is defamatory;
- (7) unless and only to the extent otherwise expressly permitted by this Agreement, relates to commercial activities, including sales, competitions and advertising, or links to other websites or premium line telephone numbers;
- (8) involves the transmission or distribution of unsolicited commercial electronic messages in violation of Applicable Law;
- (9) contains any spy ware, adware, viruses, corrupt files, worm programs or other malicious code designed to interrupt, damage, limit the functionality of, or disrupt any software, hardware, telecommunications, networks, servers, or other equipment, Trojan horse, or any other material designed to damage, interfere with, wrongly intercept, or expropriate any data or personal information whether from HomeStars or otherwise;
- (10) itself, or the posting of which, infringes or violates any Person's rights (including intellectual property rights and privacy rights); or
- (11) shows another Person which was created or distributed without that Person's express consent.

4.5. **Your Licence.** By sharing Your Content to the Platform, you represent and warrant that you have all necessary rights and licences to do so, and automatically grant HomeStars a non-exclusive, royalty free, irrevocable, sub-licensable, perpetual, worldwide right and licence to use, copy, modify, display, and publish of Your Public Content in any way, without notice or compensation to you or your approval, including editing, copying, modifying, adapting, translating, reformatting, creating Derivative Works from, incorporating into other works, advertising, marketing, promoting, distributing, and otherwise making available to the general public Your Public Content, whether in whole or in part and in any format or medium currently known or developed in the future. You acknowledge and agree that HomeStars may assign, transfer, or sub-licence this licence to any Person without notice or compensation to you or your approval.

4.6. **Third-Party Features.** You acknowledge and agree that HomeStars may from time to time enable features that allow you to authorize Third-Party Service Providers to take certain actions that affect Your Customer Account. These features will not require that you share Your Customer

Account credentials with any other Person. No Person other than you is authorized by HomeStars to ask for Your Customer Account credentials, and you will not request the credentials of any other User.

- 4.7. **Third-Party Interactions.** In connection with your access and use of the Platform, you may enter into correspondence with or purchase or participate in Third-Party Services. You acknowledge and agree that Third-Party Service Providers may require your agreement to additional or different terms and conditions prior to your use of or access to Third-Party Services and any such activity and any terms and conditions in connection therewith is solely between you and the applicable Third-Party Service Provider. HomeStars may rely on advertising supplied through the Platform by third parties to subsidize the Platform. By agreeing to this Agreement, you expressly consent to such advertising. If you do not agree to such advertising, you must notify us via email to service@homestars.com or via the [Contact Us](#) page of the Platform.
- 4.8. **Monitoring.** You acknowledge and agree that HomeStars has the right, but no obligation whatsoever, to monitor any User's access to or use of the Platform and to review, edit, remove, and disable access to any Content or Your Content. You will cooperate with and assist HomeStars in good faith and provide HomeStars with such information and take such actions as may be reasonably requested by HomeStars, with respect to any investigation undertaken by HomeStars or a Representative of HomeStars regarding the use or abuse of the Platform.
- 4.9. **Reporting Inappropriate Behaviour.** If you feel that any User you interact with, whether online or in Person, is acting or has acted inappropriately, including anyone who engages in offensive, violent, or sexually inappropriate behavior, you suspect of stealing from you, or engages in any other disturbing conduct, you should immediately report such User to the appropriate authorities and to HomeStars by contacting us via email to service@homestars.com or via the [Contact Us](#) page of the Platform. You agree that any report you make will not obligate us to take any action (beyond that required by Applicable Law, if any).
- 4.10. **Professional Rankings.** The ranking and display of Professionals in the Platform's profile search is based on an algorithm that uses various parameters in order to, among other things, improve the predictability of our ranking and help you optimize your searches, including the following parameters, which are set out in order of importance and weighting applied:
- (1) **Relevance.** Only those Professionals who offer the specific trades and/or services requested in a particular Job are displayed in the ranking list for that Job.
 - (2) **Geographical Proximity.** It is generally important for Customers to find Professionals with geographical proximity to the location of the Job, because a short distance usually leads to faster availability of the Professional and lower costs for the Customer.
 - (3) **Ratings and Reviews.** Ratings and reviews are a valuable indication of whether other Customers have been satisfied with the Professional Services and behaviour of a Professional. The better the ratings and reviews of a Professional, the higher up that Professional will appear in the ranking.
 - (4) **Interactions with Professionals.** A Professional's activity on the Platform can indicate how quickly they respond to communications. The greater the interaction, the higher up that Professional will appear in the ranking.

- (5) **Randomization.** We want to ensure that even Professionals who have only been active on the Platform for a short time and therefore have a lower chance of scoring on the other ranking parameters have a chance of getting the Job. For example, we allow a Professional who has been active on the Platform for two months or less to be ranked higher than they otherwise would be based on our ranking parameters and this is a purely random selection of the Professional and the place that they appear except for them appearing higher than they otherwise might be. These new Professionals will also be ranked according to the main parameters mentioned above.
- 4.11. **Featured Ads.** Professionals may pay to be featured on the Platform, and such featured ads appear above our rankings for the specific services in respect of which Professionals are ranked. Featured ads, including their placement or appearance on the Platform, do not constitute a ranking of a Professional by the Platform or HomeStars.
- 4.12. **Ratings and Reviews.** The Platform enables Customers to post public ratings and reviews about Professionals and Professional Services, which are subject to the [HomeStars Ratings and Reviews Policy](#). Once a Professional Contract is entered into between you and a Professional and the Professional has started work on Your Job or you have paid the Professional any money, you may provide ratings and reviews about that Professional. We reserve the right, but will have no obligation, to monitor and check your or other Customer ratings and reviews with the aim of ensuring that they are authentic, legitimate, and posted by a genuine Customer and we may, but are not obligated to, remove ratings or reviews that violate the [HomeStars Ratings and Reviews Policy](#) or for any other reason as we may determine in our sole discretion. YOU ACKNOWLEDGE AND AGREE THAT RATINGS AND REVIEWS ARE NOT VERIFIED BY HOMESTARS FOR VALIDITY, ACCURACY, CURRENCY, OR COMPLETENESS AND MAY BE POSITIVE OR NEGATIVE, CORRECT OR INCORRECT, OR MISLEADING, AND ANY AND ALL RATINGS AND REVIEWS BY USERS REFLECT THE OPINIONS OF SUCH USERS AND NOT THE OPINION OF HOMESTARS, AND HOMESTARS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH RATINGS OR REVIEWS, INCLUDING FOR ANY LOSSES RESULTING THEREFROM.
- 4.13. **Complaints About Ratings and Reviews.** If you would like to make a complaint about a rating or review about any Professional, you can do so by contacting us via email to service@homestars.com or via the [Contact Us](#) page of the Platform.
- 4.14. **Prohibited Conduct.** When posting ratings and reviews, you will comply with the [HomeStars Ratings and Reviews Policy](#). Without limiting the generality of the foregoing, you will not manipulate the ratings and reviews system of the Platform in any manner whatsoever, including by posting or instructing or enabling any Person to write or post a positive or negative rating or review about any User that is false or misleading or that contains personal information in respect of that User, by submitting or procuring any ratings, reviews, or feedback of any User by falsely posing as another Person, by allowing, enabling, or encouraging any ratings, reviews, or feedback of any User in respect of which you have paid or otherwise incentivized the originator, or by commissioning or procuring any false or misleading ratings, reviews, or feedback of any User.
- 4.15. **Your Ratings and Reviews.** You may be required to rate or review certain aspects of, or your access to and use of, or your overall experience with, the Platform, which will be prompted through the Platform. If you do not participate in such ratings and reviews when requested, HomeStars reserves the right to restrict your access to the Platform (in whole or in part). Any and all ratings and reviews by you must be genuinely and factually accurate and may not contain

any offensive, defamatory, or derogatory language or otherwise violate the terms and conditions of this Agreement or Applicable Law. Your ratings and reviews are connected with and part of Your Customer Account and may also be displayed or found elsewhere on the Platform together with other relevant information.

5. – JOBS AND PROFESSIONAL INTERACTIONS

- 5.1. **Job Postings and Shortlisting.** The Platform enables you to post Your Jobs on the Platform and find Professionals near you. You may not place any of Your Jobs multiple times at the same time. The Platform's matching system will identify and alert Professionals, who may then express interest by Responding to Your Jobs. You can review interested Professionals by reading their profiles, work history, and ratings and reviews. We limit the number of Professionals that are Shortlisted for each of Your Jobs. If you would like to Shortlist a Professional for Your Job, you may invite them to Shortlist themselves. On a Shortlisting, your contact details will be shared with Professionals.
- 5.2. **NO GUARANTEE REGARDING PROFESSIONALS.** YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM IS DESIGNED TO CONNECT YOU WITH PROFESSIONALS FOR YOUR JOBS BUT HOMESTARS DOES NOT WARRANT OR GUARANTEE ANY PARTICULAR RESULT FROM THE USE OF THE PLATFORM, INCLUDING THAT ANY PARTICULAR PROFESSIONALS WILL RESPOND TO ANY OF YOUR JOBS OR THAT YOU WILL BE ABLE TO FIND THE RIGHT PROFESSIONAL FOR YOUR JOB OR ANY PROFESSIONAL'S ABILITY TO PERFORM ANY OF THE SERVICES REQUIRED OF ANY OF YOUR JOBS OR THE BEHAVIOUR OR CREDITWORTHINESS OF ANY PROFESSIONALS OR THE ACCURACY, CURRENCY, OR COMPLETENESS OF ANY PROFESSIONAL DATA OR ANY PARTICULAR OUTCOME FROM YOUR ENGAGEMENT OF ANY PROFESSIONAL.
- 5.3. **Professional Contracts.** You acknowledge and agree that:
- (1) you may not contract with any Professional by way of the Platform and no interaction between you and any Professional by way of the Platform will constitute a contract between you and any Professional;
 - (2) any and all Professional Contracts are made separately and independently of the Platform and HomeStars, all Professional Contracts are between you and the applicable Professional, and HomeStars will not be a party to any Professional Contracts or have any responsibility or liability whatsoever in connection with any Professional Contracts;
 - (3) as between the Parties, you are solely responsible and liable for any and all of Your Jobs and your and the applicable Professional's performance of your and their obligations pursuant to any and all Professional Contracts;
 - (4) as between the Parties, you are solely responsible and liable for: (a) any and all Jobs, Shortlisting, and Professional Contracts; (b) identifying, understanding, and complying with any and all Applicable Laws that apply to Professional Contracts; and (c) any and all interactions between you and any Professional, including any and all related quotes, estimates, receipt of goods or services or deliverables, invoicing, payments, and collections;
 - (5) as between HomeStars and Professionals, the applicable Professional is solely responsible and liable for: (a) Your Jobs and any and all Shortlisting and Professional

Contracts in respect of Your Jobs; (b) identifying, understanding, and complying with any and all Applicable Laws that apply to any Professional Contracts between you and that Professional; and (c) any and all Professional Contracts and interactions between you and that Professional, including with respect to any and all related quotes, estimates, goods or services, deliverables, invoicing, payments, and collections; and

- (6) you will be solely responsible and liable for obtaining such independent legal advice and guidance as you may determine is sufficient, including with respect to Your Jobs and Professional Contracts.
- 5.4. We recommend that, prior to engaging any Professional for any of Your Jobs or entering into a Professional Contract with any Professional, you confirm or verify whether that Professional and any and all Representatives of that Professional doing work on any of Your Jobs has all required or appropriate licences, permits, certifications, and insurance coverages.
- 5.5. **PROFESSIONAL DISPUTES.** YOU ACKNOWLEDGE AND AGREE THAT, AS BETWEEN THE PARTIES, YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL DISPUTES BETWEEN YOU AND ANY PROFESSIONAL, THAT HOMESTARS WILL NOT BE RESPONSIBLE OR LIABLE, AND EXPRESSLY DISCLAIMS ANY LIABILITY, FOR ANY SUCH DISPUTES OR ANY CLAIMS OR LOSSES RESULTING FROM ANY SUCH DISPUTES, AND THAT HOMESTARS IS UNDER NO OBLIGATION WHATSOEVER TO GET INVOLVED IN ANY DISPUTE BETWEEN YOU AND ANY PROFESSIONAL.

6. – OWNERSHIP

- 6.1. **The Platform.** The Platform is owned and operated by HomeStars and consists of copyrighted work. Any third-party software, services, or products offered with, linked to, referenced by, or otherwise associated with, the Platform are licensed or made available to you by the third-party owners thereof and not by HomeStars. The Platform is licensed and made available to you for your own business purposes only and not for personal, household, or consumer use, subject to your compliance with the terms, restrictions, and conditions of this Agreement.
- 6.2. **HomeStars Property.** You acknowledge and agree that HomeStars Property constitutes intellectual property of substantial value to HomeStars, its affiliates, and other Persons, and their respective licensors and may be protected by copyright and owned by, or licensed to, HomeStars and contains proprietary information and material owned by HomeStars, its affiliates, and other Persons, and their respective licensors, who in each case reserve all their rights in law and equity, and is protected by Applicable Law, including copyright law. As between the Parties, HomeStars owns all right, title, and interest in and to all HomeStars Property and you will not acquire any right, title, or interest in or to any HomeStars Property unless and only to the extent otherwise expressly granted in writing by HomeStars. By accessing or using the Platform or any other HomeStars Property or by displaying, saving, downloading, or printing a copy of any Content (in whole or in part), you will not acquire any right or licence to any of the foregoing (other than to the limited extent provided under the Licence). The HomeStars Marks and any other trademarks, service marks, graphics, and logos used in connection with the Platform or any other HomeStars Property are the trademarks of their respective owners and you are not granted any right or licence with respect to any of the foregoing or any use thereof. The use of any HomeStars Property (in whole or in part), except as expressly permitted pursuant to this Agreement, is strictly prohibited and infringes on the intellectual property rights of HomeStars and others and may subject you to civil and criminal penalties, including monetary damages, for copyright infringement.

- 6.3. **Safeguarding of HomeStars Property.** You agree that you will:
- (1) not alter, deface, remove, cover-up, or mutilate in any manner whatsoever any trademark, copyright, or other proprietary notice that HomeStars or any other Person may affix to any HomeStars Property, including any HomeStars Marks;
 - (2) not bid on or register search engine keywords, Google Ad Words, search terms or other identifying terms or domain names that include any HomeStars Marks (in whole or in part) or any variations thereof for use in any search engine, portal, sponsored advertising service or other search or referral service;
 - (3) not obtain access to any HomeStars Property otherwise than in accordance with this Agreement, and if such access is inadvertently obtained, to forthwith inform HomeStars of such fact and dispose of such HomeStars Property in accordance with HomeStars' instructions; and
 - (4) honour and promptly comply with any and all reasonable written requests made by HomeStars to assist in protecting, at HomeStars' expense, the rights of HomeStars and other Persons in and to HomeStars Property at common law, under federal copyright law and under other federal, state, or provincial law or under any international convention and/or treaty (as the case may be).
- 6.4. **Changes to and Limitations on Access.** Notwithstanding any other provision of this Agreement, HomeStars and its affiliates and their respective Representatives and licensors reserve the right to revoke the Licence and/or change, suspend, remove, or disable your access to the Platform or any other HomeStars Property (in whole or in part) at any time with or without notice to you. You acknowledge and agree that, in no event will HomeStars or any of its affiliates or any of their respective agents or licensors be liable for making any such changes, suspensions, removals, or disabled access. HomeStars may also impose limits on your use of or access to certain features or portions of the Platform or any other HomeStars Property without notice to you or any liability.
- 6.5. **Waiver of Moral Rights.** You hereby, and will ensure that each of your Representatives will, irrevocably and unconditionally waive any and all moral rights arising under Applicable Law, including the *Copyright Act* (Canada) or any similar legislation in any applicable jurisdiction or at common law, that you may have now or in the future with respect to Your Public Content, including any rights you may have to have your or their name associated with Your Public Content or to have your name not associated with Your Public Content, any rights you may have to prevent the alteration, translation, or destruction of Your Public Content, and any rights you may have to control the use of Your Public Content in association with any product, service, cause, or institution. You agree that this waiver may be invoked by HomeStars or any of its affiliates or any of their respective Representatives, successors, assignees, designees, or nominees in respect of any or all of Your Public Content.
- 6.6. **Feedback.** We welcome and encourage you to provide Feedback. You may submit Feedback by contacting us via email to service@homestars.com or via the [Contact Us](#) page of the Platform or by any other means of effective legal communication. Any and all Feedback you submit to us will be considered and deemed non-confidential and non-proprietary to you. By submitting Feedback to us, you automatically grant HomeStars a non-exclusive, royalty-free, irrevocable, sub-licensable, perpetual, worldwide right and licence to use, copy, modify, display, and publish

such Feedback for any purpose, without notice or compensation to you or approval by you, whether in whole or in part and in any format or medium currently known or developed in the future. You acknowledge and agree that HomeStars may assign, transfer, or sub-licence the above licence to any Person, including its affiliates and successors, without notice or compensation to you or approval by you.

- 6.7. **Permission.** To request permission in respect of any activity involving HomeStars Property that is not expressly permitted pursuant to this Agreement, you may contact us via email to service@homestars.com or via the [Contact Us](#) page of the Platform. HomeStars will have no obligation whatsoever to honour or agree to any such request, and all such requests will be subject to the express prior written consent of HomeStars (which may be withheld for any reason or no reason in HomeStars' sole discretion). No agreement or any amendment to this Agreement regarding any HomeStars property will be binding on HomeStars unless and only to the extent that HomeStars enters into a binding written legal contract duly executed by HomeStars.

7. – REPRESENTATIONS AND WARRANTIES

- 7.1. **Representations and Warranties.** By registering for Your Customer Account, agreeing to the terms and conditions of this Agreement, or accessing or using the Platform (or any portion thereof), you represent, warrant, and covenant, as applicable, that:
- (1) you are at least 18 years of age and you are not a resident of the Province of Québec;
 - (2) you are not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
 - (3) you are duly authorized and have the right, authority, and capacity to accept, agree to, and enter into this Agreement and to be bound by the terms and conditions of this Agreement and fulfill your obligations hereunder;
 - (4) this Agreement has been duly executed and delivered by you and is valid and binding on you, enforceable in accordance with its terms, except as enforcement of it may be limited by or with respect to applicable insolvency, moratorium, bankruptcy, fraudulent conveyance and other similar laws of general application relating to or affecting the rights and remedies of creditors, application of equitable principles (whether enforcement is sought in proceedings in equity or at law), and the fact that the remedy of specific enforcement or of injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought;
 - (5) neither the entering into of this Agreement nor the performance by you of any of your obligations pursuant to this Agreement will contravene, breach or result in any default under any mortgage, lease, agreement, licence, permit, statute, regulation, order, judgment, decree, or law to which you are a party or by which you may be bound;
 - (6) as of the Effective Date, there is no outstanding litigation, arbitration, or other dispute or any Claim to which you are a party that, if decided unfavourably to you, could reasonably be expected to have a material adverse effect on your ability to comply with your obligations pursuant to this Agreement;

- (7) you are not a party to, and there does not exist, any oral or written agreement, contract, or obligation that conflicts with the terms and conditions of this Agreement or any Professional Contract or restricts you in any way from entering into this Agreement or any Professional Contracts or performing any of your obligations pursuant thereto;
- (8) you will at all times comply with all of the terms and conditions of this Agreement and each Professional Contract, and you will honour all of your commitments to Professionals in connection with Your Jobs;
- (9) you will use the Platform and the Content for your own personal, household, or consumer purposes only;
- (10) any and all of the information (including personal information) you provide HomeStars, including the information you provide us when registering for Your Customer Account is your own information and not that of any other Person (including any fictitious Person) and is and will remain valid, accurate, current, and complete at all times throughout the Term;
- (11) you will correct, update, and amend any and all information you provide to us promptly upon any change to such information to ensure that such information is at all times valid, accurate, current, and complete;
- (12) any and all information you provide to us, including Your Content and Feedback, is owned by you, and you have the absolute right and authority to provide all such information, including Your Content and Feedback, to us, including for the purposes set out in this Agreement;
- (13) none of the information you provide to us, including Your Content and Feedback, will infringe the rights (including the intellectual property rights or privacy rights) of any Person and all contributions by you to such information are original and no parts thereof or their use or distribution will violate any Person's copyright, patent, or other Intellectual Property;
- (14) you will at all times throughout the Term remain in material compliance with Applicable Law; and
- (15) all of your representations and warranties set out in this Agreement will continue to be true and correct throughout the Term.

8. – DISCLAIMERS

- 8.1. **EXCLUSION OF HOMESTARS WARRANTIES.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HOMESTARS MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS OF ANY KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED, OR COLLATERAL) REGARDING OR IN CONNECTION WITH THE PLATFORM, THE CONTENT, ANY OTHER HOMESTARS PROPERTY, THE SERVICES, ANY PROFESSIONALS, OR ANY PROFESSIONAL SERVICES, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR ARISING FROM COURSE OF DEALING OR

USAGE IN TRADE, OR THAT ANY OF THE FOREGOING WILL MEET ANY PERSON'S NEEDS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME OR WILL BE UNINTERRUPTED OR ERROR-FREE.

- 8.2. **PLATFORM DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM, THE CONTENT, AND THE SOFTWARE ARE PROVIDED ON “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS AND WITHOUT WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, AND YOUR ACCESS TO AND USE OF THE PLATFORM OR ANY OTHER HOMESTARS PROPERTY AND YOUR INTERACTION WITH ANY PROFESSIONALS AND YOUR JOBS IS ENTIRELY VOLUNTARY AND AT YOUR OWN RISK AND LIABILITY.
- 8.3. **NO RESULTS DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS MAKES NO REPRESENTATIONS, WARRANTIES, GUARANTEES, OR CONDITIONS OF ANY KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED, OR COLLATERAL) REGARDING OR IN CONNECTION WITH ANY PROFESSIONALS, PROFESSIONAL INTERACTIONS, SHORTLISTINGS, YOUR JOBS, PROFESSIONAL CONTRACTS, THE ABILITY OF ANY PROFESSIONAL TO PERFORM ANY OF THE SERVICES REQUIRED OF ANY OF YOUR JOBS OR THE OUTCOME OF ANY PROFESSIONAL SERVICES, OR ANY RATINGS OR REVIEWS, OR ANY INFORMATION, ADVICE, OR ASSISTANCE FURNISHED BY HOMESTARS OR ANY OF ITS REPRESENTATIVES IN CONNECTION WITH THE PLATFORM OR THIS AGREEMENT.
- 8.4. **EQUIPMENT DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW HOMESTARS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, OBTAINING ANY AND ALL HARDWARE, EQUIPMENT, SYSTEMS, SOFTWARE, AND LICENCES REQUIRED TO ACCESS AND USE THE PLATFORM AND ANY ASSOCIATED COSTS AND EXPENSES, INCLUDING ANY AND ALL DEVICES, DATA PLANS, AND COMPUTER, WIRELESS, DATA, CONNECTIVITY, ROAMING, AND INTERNET FEES.
- 8.5. **CYBER SECURITY DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW HOMESTARS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, IMPLEMENTING ANY AND ALL CYBER SECURITY MEASURES AND APPROPRIATE SAFEGUARDS TO PROTECT THE SECURITY AND INTEGRITY OF YOUR COMPUTER SYSTEMS AND THE ENTIRE COST OF ANY SERVICES, REPAIRS, OR CONNECTIONS OF AND TO YOUR COMPUTER SYSTEMS, NETWORKS, WORKSTATIONS, HARDWARE, OR SOFTWARE THAT MAY BE NECESSARY AS A RESULT OF YOUR USE OF THE PLATFORM (IN WHOLE OR IN PART).
- 8.6. **DATA RECOVERY DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW HOMESTARS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, ANY DELETION OR LOSS OF OR DAMAGE TO ANY OF YOUR CONTENT (IN WHOLE OR IN PART) FOR ANY REASON WHATSOEVER, AND YOU ARE SOLELY RESPONSIBLE FOR STORING, SECURING, AND BACKING UP ALL OF YOUR CONTENT. CERTAIN RELEASES OR UPGRADES REGARDING THE PLATFORM MAY REQUIRE DATA MIGRATION, AND IN SUCH CIRCUMSTANCES, THERE IS A REAL RISK OF LOSS OR CORRUPTION OF DATA, AND HOMESTARS WILL NOT BE RESPONSIBLE FOR AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY SUCH LOSS OR CORRUPTION OF DATA OR ANY RELATED DAMAGE TO ANY OF YOUR CONTENT (IN WHOLE OR IN PART).
- 8.7. **TECHNICAL DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS WILL NOT BE RESPONSIBLE FOR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY

DISCLAIMS ANY AND ALL LIABILITY FOR: (A) ANY PROBLEM OR ISSUE WITH OR TECHNICAL MALFUNCTION OR FAILURE OF THE PLATFORM; (B) ANY PROBLEM OR ISSUE WITH OR TECHNICAL MALFUNCTION OR FAILURE OF ANY KIND WITH RESPECT TO NETWORKS OR LINES, SYSTEMS, SERVERS, PROVIDERS, EQUIPMENT, HARDWARE, SOFTWARE, OR EMAIL OR ANY OTHER COMMUNICATIONS BETWEEN YOU AND HOMESTARS OR ANY PROFESSIONAL; (C) ANY DOWNTIME OR NON-AVAILABILITY OF THE PLATFORM OR ANY PORTION THEREOF OR ANY INABILITY TO ACCESS OR USE THE PLATFORM, THE CONTENT, OR ANY OF YOUR JOBS OR YOUR CONTENT (IN WHOLE OR IN PART); (D) ANY LOSSES WHATSOEVER OR HOWSOEVER CAUSED ON ACCOUNT OF TECHNICAL PROBLEMS WITH THE PLATFORM OR THE SOFTWARE OR TRAFFIC CONGESTION ONLINE OR ON THE INTERNET OR THE PLATFORM OR ANY WEBSITE OR ANY COMBINATION THEREOF; OR (E) ANY PERSONAL INJURY OR DAMAGE TO ANY PERSON'S TANGIBLE OR INTANGIBLE PROPERTY RELATED TO, IN CONNECTION WITH, OR RESULTING FROM YOUR ACCESS AND USE OF THE PLATFORM.

- 8.8. **INFORMATION DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT THE CONTENT, PROFESSIONAL DATA, RATINGS OR REVIEWS, FEEDBACK, AND ANY AND ALL OTHER DATA AND INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY, SHOULD NOT BE RELIED UPON AS VALID, ACCURATE, RELIABLE, COMPLETE, CURRENT, TIMELY, OR FIT FOR ANY PARTICULAR PURPOSE, AND TO THE EXTENT THAT ANY OF IT IS CURRENT AS OF THE DATE OF FIRST PUBLICATION, IT MAY NO LONGER BE ACCURATE AS A RESULT OF THE PASSAGE OF TIME. HOMESTARS UNDERTAKES NO RESPONSIBILITY FOR INVESTIGATING OR VERIFYING THE VALIDITY, ACCURACY, CURRENCY, OR COMPLETENESS OF ANY PROFESSIONAL DATA, YOUR CONTENT, FEEDBACK, RATINGS OR REVIEWS, OR ANY OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM OR THE ACTS, OMISSIONS, IDENTITY, OR CREDITWORTHINESS OF ANY PERSON. THE PROVISION OR ANY USE BY HOMESTARS OF ANY CONTENT, YOUR CONTENT, PROFESSIONAL DATA, RATINGS OR REVIEWS, USER FEEDBACK, OR OTHER INFORMATION ACCESSIBLE BY WAY OF THE PLATFORM DOES NOT CREATE ANY EXPRESS OR IMPLIED APPROVAL BY HOMESTARS THEREOF, NOR DOES IT INDICATE THAT ANY OF IT COMPLIES WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT OR APPLICABLE LAW.
- 8.9. **PROFESSIONALS DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT YOUR JOBS, YOUR CONTENT, THIRD-PARTY CONTENT, AND ANY AND ALL PROFESSIONAL DATA ARE CREATED, UPLOADED TO THE PLATFORM, POSTED, AND MANAGED EXCLUSIVELY BY YOU OR THIRD PARTIES (INCLUDING PROFESSIONALS), AS APPLICABLE, AND NOT BY HOMESTARS OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES. IN PARTICULAR, YOU ACKNOWLEDGE AND AGREE THAT ALL PROFESSIONAL DATA IS PROVIDED DIRECTLY BY THE APPLICABLE PROFESSIONAL AND HOMESTARS DOES NOT REVIEW OR VERIFY ANY INFORMATION OR REPRESENTATIONS SET FORTH IN A PROFESSIONAL DATA OR IN ANY PROFESSIONAL'S PROFILE AND EXPRESSLY. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING, AND HOMESTARS HAS NO CONTROL OVER, DOES NOT GUARANTEE, WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY OF THE FOREGOING DATA OR INFORMATION. YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS DOES NOT SCREEN OR VALIDATE ANY PROFESSIONALS, INCLUDING FOR INSURANCE COVERAGES, EXPERIENCE OR EXPERTISE, VALID PERMITS, LICENCES, OR CERTIFICATIONS, WSIB, BONDABILITY, OR CREDITWORTHINESS AND YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR AND HOMESTARS HAS NO CONTROL OVER, DOES NOT GUARANTEE, WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR YOUR JOBS, YOUR CONTENT, THIRD-PARTY CONTENT, PROFESSIONALS, PROFESSIONAL DATA, SCREENING OF ANY PROFESSIONALS, PROFESSIONAL CONTRACTS, AND

PROFESSIONAL SERVICES (OR ANY PORTION THEREOF), AND YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR SCREENING AND SELECTING ALL PROFESSIONALS AND FOR ANY AND ALL INTERACTIONS YOU MAY HAVE WITH ANY PROFESSIONALS OR THEIR REPRESENTATIVES AND FOR ENFORCING YOUR RIGHTS AND REMEDIES PURSUANT TO ANY PROFESSIONAL CONTRACTS. YOU ACKNOWLEDGE AND AGREE THAT YOU WILL HAVE NO CLAIM, RIGHT, OR ENTITLEMENT WHATSOEVER TO ANY PARTICULAR RANKING, POSITIONING, POSTING, OR VISIBILITY OF YOUR JOBS ON THE PLATFORM, AND WHEN YOU POST A JOB ON THE PLATFORM, THE ACTUAL PERFORMANCE OF THAT JOB BY ANY PROFESSIONAL IS NOT WARRANTED OR GUARANTEED AND IS SUBJECT TO THE APPLICABLE PROFESSIONAL'S SOLE DISCRETION, IN RESPECT OF WHICH HOMESTARS HAS NO INFLUENCE AND CANNOT AND WILL NOT INTERVENE IN ANY MANNER WHATSOEVER.

- 8.10. **USER DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS HAS NO CONTROL OVER, DOES NOT ENDORSE, WARRANT, OR GUARANTEE, WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, ANY AND ALL USERS, PROFESSIONALS, YOUR JOBS, SHORTLISTINGS, RATINGS OR REVIEWS, OR ANY THIRD-PARTY CONTENT, AND HOMESTARS WILL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO ANY DISPUTES BETWEEN YOU AND ANY OTHER USER, INCLUDING ANY PROFESSIONAL.
- 8.11. **THIRD-PARTY DISCLAIMER.** THE PLATFORM MAY CONTAIN LINKS TO THIRD PARTIES, INCLUDING THIRD-PARTY SERVICE PROVIDERS OR THIRD-PARTY SERVICES. THIRD-PARTY SERVICES MAY BE SUBJECT TO DIFFERENT TERMS AND CONDITIONS AND PRIVACY PRACTICES. LINKS TO ANY THIRD PARTIES, INCLUDING THIRD-PARTY SERVICE PROVIDERS, OR THIRD-PARTY SERVICES ARE NOT AN ENDORSEMENT BY HOMESTARS THEREOF. YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS IS NOT RESPONSIBLE FOR AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR THIRD PARTIES, INCLUDING THIRD-PARTY SERVICE PROVIDERS, AND THIRD-PARTY SERVICES, INCLUDING THE AVAILABILITY, SUFFICIENCY, OR ACCURACY THEREOF OR ANY FEES OR CHARGES CHARGED BY SUCH THIRD PARTIES.
- 8.12. **INTERNET AND TECHNOLOGY DISCLAIMER.** DUE TO THE NATURE OF THE INTERNET, HOMESTARS CANNOT GUARANTEE THE CONTINUOUS AND UNINTERRUPTED AVAILABILITY AND ACCESSIBILITY OF THE PLATFORM. YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, HOMESTARS WILL NOT BE LIABLE FOR AND ASSUMES NO RESPONSIBILITY FOR ANY LOSSES ARISING FROM OR IN CONNECTION WITH: (1) LIMITED ACCESS OR INABILITY TO ACCESS THE PLATFORM OR ANY WEBSITE OR DATABASE AS A RESULT OF THE INTERNET, YOUR WEB SERVICES, THIRD-PARTY WEB SERVICES, OR ANY SHARED NETWORK; (2) ANY ACCESS OR INABILITY TO ACCESS ANY OTHER SERVICE, SERVICE PROVIDER, NETWORK, INFORMATION, USER, OR COMPUTING RESOURCE AVAILABLE ON OR THROUGH THE INTERNET; OR (3) UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT, LOSS, CORRUPTION, OR DESTRUCTION OF ANY DATA OR INFORMATION, INCLUDING ANY OF YOUR CONTENT, AS A RESULT OF INFORMATION OR DATA BEING TRANSMITTED BY WAY OF THE INTERNET OR AS A RESULT OF HACKING OR VIRUSES.
- 8.13. **TRANSLATION DISCLAIMER.** TO ASSIST USERS WHO SPEAK DIFFERENT LANGUAGES, CERTAIN CONTENT MAY BE TRANSLATED, IN WHOLE OR IN PART, INTO OTHER LANGUAGES. YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS DOES NOT ENDORSE OR GUARANTEE THE ACCURACY OR QUALITY OF, WILL NOT BE RESPONSIBLE FOR, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR, ANY AND

ALL SUCH TRANSLATIONS AND YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR REVIEWING AND VERIFYING THE ACCURACY OF ALL SUCH TRANSLATIONS.

- 8.14. **Application of Disclaimers.** The foregoing disclaimers apply to the maximum extent permitted by Applicable Law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, will be limited to the maximum extent permitted by Applicable Law.

9. – INDEMNITIES

- 9.1. **Indemnity.** To the maximum extent permitted by Applicable Law, you agree to release, waive, discharge, indemnify, defend, and hold harmless (at HomeStars' option) HomeStars and its affiliates and their respective Representatives from and against any and all Claims and Losses (including with respect to the enforcement of any legal rights or remedies) that may be suffered or incurred by any of them arising out of or as a result of or relating in any manner whatsoever to:

- (1) any Event of Default;
- (2) Your Content, your Feedback, or any other information or data provided by you to HomeStars or any Professional, including in connection with Your Customer Account, Your Jobs, or your Professional Contracts, and including any ratings or reviews posted by you or on your behalf on the Platform;
- (3) any use of Your Customer Account credentials, including identification codes or passwords, regardless of whether such use is authorized by you;
- (4) Your Jobs, your Professional Contracts, your dealings and interactions with Professionals, or your behaviour;
- (5) any dispute between you and any Professional or any other User;
- (6) any of your acts or omissions;
- (7) any loss of, damage to, or destruction of HomeStars Property or the property of any other Person, including any Professional or other User, to the extent caused by you or any of your or their Representatives or any Person in respect whom you are responsible at law;
- (8) any and all Taxes;
- (9) personal injury, loss, or harm to any Person (including death) caused, directly or indirectly, in any manner whatsoever, by you or any of your Representatives or any Person in respect whom you are responsible at law; and/or
- (10) your negligence or criminal, willful, or intentional misconduct or the negligence or criminal, willful, or intentional misconduct of any of your Representatives or any Person in respect of whom you are responsible at law.

- 9.2. **Indemnity Cooperation.** If any third-party Claim is brought against HomeStars or any of its affiliates or their respective Representatives for which indemnity may be sought, you agree that you will not acquiesce to any judgment or enter into any settlement that adversely affects, or

could reasonably be expected to affect, the rights or interests of HomeStars or any of its affiliates or their respective Representatives without their prior written consent, and each of them will be entitled to participate at their own expense in the defense of any such Claim.

10. – LIMITATION OF LIABILITY

- 10.1. **EXCLUSION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL HOMESTARS OR ANY OF ITS AFFILIATES OR ANY THIRD PARTY SERVICE PROVIDERS OR ANY OF THEIR RESPECTIVE REPRESENTATIVES BE LIABLE FOR ANY LOSSES OF ANY KIND WHATSOEVER OR HOWSOEVER OCCURRING (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES, TANGIBLE OR INTANGIBLE HARM, IRREPARABLE HARM, LEGAL FEES OR EXPENSES, OR ANY LOSS OF ANY KIND WHATSOEVER) RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PLATFORM OR ANY TRANSACTIONS IN CONNECTION THEREWITH.
- 10.2. **LIMITATION OF DIRECT DAMAGES.** IF AND ONLY TO THE EXTENT THAT THE ABOVE EXCLUSION OF LIABILITY IS HELD BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, ILLEGAL, OR UNENFORCEABLE FOR ANY REASON WHATSOEVER, IN RESPECT OF ANY CLAIM BROUGHT BY YOU OR ANY OF YOUR REPRESENTATIVES AGAINST HOMESTARS OR ANY OF ITS AFFILIATES OR ANY THIRD PARTY SERVICE PROVIDER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES, INCLUDING A BREACH BY ANY OF THEM OF ANY OF ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT (WHETHER OR NOT A FUNDAMENTAL BREACH), YOU ACKNOWLEDGE AND AGREE THAT YOUR **EXCLUSIVE REMEDY** WILL BE TO RECEIVE FROM HOMESTARS PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO ONE HUNDRED DOLLARS (\$100.00).
- 10.3. **ACKNOWLEDGEMENT.** YOU ACKNOWLEDGE AND AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS ARTICLE 10 ARE INTENDED TO BE CONSTRUED BROADLY AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NOTWITHSTANDING FUNDAMENTAL BREACH OR FAILURE OF ESSENTIAL PURPOSE, REGARDLESS OF WHETHER THE CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND REGARDLESS OF THE FORESEEABILITY OF DAMAGES OR LOSSES OR WHETHER HOMESTARS OR ANY OF ITS AFFILIATES OR ANY THIRD-PARTY SERVICE PROVIDER OR ANY OF THEIR RESPECTIVE REPRESENTATIVES IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THIS ARTICLE 10 PROPERLY AND FAIRLY ALLOCATES THE RISKS OF THIS AGREEMENT, AND THAT HOMESTARS' PRICING REFLECTS THIS ALLOCATION OF RISK AND THE ABOVE EXCLUSIONS AND LIMITATIONS OF LIABILITY, AND WERE IT NOT FOR THE ABOVE EXCLUSIONS AND LIMITATIONS OF LIABILITY, HOMESTARS WOULD NOT BE ABLE TO PROVIDE THE PLATFORM FOR THE FEES THAT IT CHARGES.

11. – COMPLAINTS AND CLAIMS

- 11.1. **Complaints and Claims Regarding HomeStars.** It is our belief that many disputes can be resolved amicably. If you have any complaint or Claim regarding HomeStars or the Platform, including regarding any suspension or termination of this Agreement or your access to the Platform (in whole or in part), we encourage you to address such complaint or Claims directly to HomeStars at any time via email to service@homestars.com or via the [Contact Us](#) page of the Platform or by any other method or means of effective communication with HomeStars. Notice of such Claim or

complaint will be deemed delivered and received by HomeStars in accordance with Section 14.2 (Notices). Any Claim you intend to bring against HomeStars must be brought and resolved in accordance with this Agreement. Any Claim filed or brought contrary to this Agreement will be considered improperly filed. We will deal with your complaint or Claim within a reasonable time frame depending on its complexity and scope. The Parties agree to use all reasonable efforts to cooperate in good faith to resolve any and all complaints and Claims in an amicable fashion.

- 11.2. **Complaints and Claims Regarding Other Users.** You acknowledge and agree that HomeStars has no control over and is not responsible or liable for the behaviour, acts, or omissions of other Users (including Professionals) or for any Claims or disputes between Users (including between you and any Professional). If you have reason to believe that another User (including any Professional) has breached any HomeStars Policy or any agreement between that User and HomeStars or has threatened, harassed, or otherwise acted in an inappropriate manner, you may notify HomeStars of this conduct by contacting HomeStars via email to service@homestars.com or via the [Contact Us](#) page of the Platform. HomeStars will, at its sole discretion, take appropriate steps to review and respond to your complaint about a User. BY SUBMITTING A COMPLAINT ABOUT A USER (INCLUDING ANY PROFESSIONAL), YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS MAY DISCLOSE YOUR IDENTITY TO THAT USER IN ORDER FOR THAT USER TO FOLLOW UP DIRECTLY WITH YOU WITH REGARD TO YOUR COMPLAINT. YOU ACKNOWLEDGE AND AGREE THAT HOMESTARS WILL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO ANY COMPLAINTS YOU MAY HAVE REGARDING ANY OTHER USER (INCLUDING ANY PROFESSIONAL), OR ANY CLAIMS OR DISPUTES BY OR BETWEEN YOU AND ANY OTHER USER (INCLUDING ANY PROFESSIONAL), INCLUDING TO PROVIDE DISPUTE ASSISTANCE.
- 11.3. **Notice of Orders.** If you intend to obtain an order from a court (or governmental authority) that might direct HomeStars or any of our affiliates to take or refrain from taking any action, you will provide us with at least 45 days' prior written notice of the hearing and include in any such order a provision that, as a precondition to obligation affecting HomeStars or any of our affiliates, we be paid in full for any amounts to which we would otherwise be entitled.
- 11.4. **Assistance.** You agree to cooperate with and assist HomeStars in good faith and to provide HomeStars with all such information and assistance and take all such actions as may be reasonably requested by HomeStars in connection with any Claims or complaints made by any User (including any Professional) relating to this Agreement, the Platform, Your Jobs, or any other matter. Upon HomeStars' request and at HomeStars' cost and expense, you agree to participate in any adjudication or dispute resolution process in respect of any such Claims or complaints.

12. – EVENTS OF DEFAULT AND REMEDIES

- 12.1. **Events of Default.** You acknowledge and agree that the occurrence of any of the following events will constitute an event of default under this Agreement (each, an “**Event of Default**”):
- (1) you breach or fail to observe or perform any term, obligation, covenant, condition, or agreement pursuant to this Agreement or any other contract, agreement, document, or instrument between you and HomeStars or any Professional Contract;
 - (2) you commit any act of fraud, negligence, or criminal, willful, or intentional misconduct;

- (3) you breach or violate Applicable Law or HomeStars reasonably believes that the provision of the Platform to you or your access to or use of the Platform would, or could reasonably be expected to, violate Applicable Law;
- (4) you improperly access or engage in any prohibited use of the Platform, the Content, the Services, the Software, any Professional Data, any other HomeStars Property, or any Jobs;
- (5) you provide any invalid, inaccurate, incomplete, misleading, fraudulent, or outdated information to HomeStars or any Professional, including during the registration of Your Customer Account;
- (6) you infringe the intellectual property rights or violate the privacy rights of any Person, including HomeStars, any of its affiliates, or any of their respective Representatives or any Professional;
- (7) you fail to meet any applicable quality or eligibility criteria set by HomeStars or any other Person in connection with the Platform or you receive consistent legitimate negative feedback from Professionals;
- (8) you become or are adjudicated insolvent or bankrupt, admit in writing your inability to pay your debts as they mature, or make an assignment for the benefit of creditors;
- (9) you apply for or consent to the appointment of any receiver, trustee, or similar officer for you or for all or any substantial part of your property or such receiver, trustee, or similar officer is appointed without your consent; or
- (10) you institute any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment or debt, dissolution, liquidation, or similar proceeding relating to you under the laws of any jurisdiction or any such proceeding is instituted against you or any judgment, writ, warrant, or attachment or execution of similar process is issued or levied against a substantial part of your property.

12.2. **Notification upon Default.** You will notify HomeStars in writing immediately upon becoming aware of any Event of Default.

12.3. **Remedies.** You acknowledge and agree that, if any Event of Default occurs, without prejudice to the enforcement of any other legal right or remedy that HomeStars may have pursuant to this Agreement or at law or equity, HomeStars may take any or all of the following non-exclusive measures immediately and without notice to you:

- (1) delete or delay or refuse to delete or delay any feedback, ratings, reviews, or other Content or Your Content;
- (2) cancel, suspend, limit, or temporarily or permanently revoke any special status associated with Your Customer Account or the provision of any Services to you (in whole or in part);

- (3) cancel, suspend, limit, or temporarily or permanently revoke Your Customer Account or your access to or use of the Platform or any current, pending, or confirmed Your Jobs Shortlistings (in whole or in part);
- (4) terminate this Agreement; and/or
- (5) bring an action against you for damages.

12.4. **Injunctive and Equitable Relief.** In addition, you acknowledge and agree that:

- (1) your compliance with your obligations pursuant to this Agreement is necessary to protect personal information and/or the intellectual property, Confidential Information, proprietary information, business, goodwill, and/or proprietary interests of HomeStars and its affiliates and third parties;
- (2) your breach of any such obligations will give rise to irreparable harm or injury to HomeStars and its affiliates and third parties that will not be adequately compensable with monetary damages;
- (3) HomeStars may, in addition to any other remedy, enforce the performance of this Agreement by way of equitable relief, including interim, interlocutory and/or final injunctive relief, specific performance, or such other and further relief as a court may deem just and proper, upon application to a court of competent jurisdiction without proof of actual damages, without a requirement that a finding of irreparable harm or other criteria for the awarding of injunctive relief be made, and without the requirement of posting a bond or other security; and
- (4) notwithstanding that damages may be readily quantifiable, you will not plead sufficiency of damages as a defence in any such proceeding.

12.5. **Violation of Applicable Law.** You acknowledge and agree that any attempt by you or on your behalf to deliberately damage the Platform, any Content, any Services, the Software, any website, or any links or to undermine the legitimate operation thereof may be a violation of Applicable Law (including criminal and/or civil laws) and should such an attempt be made, HomeStars reserves the right to seek damages from you to the maximum extent permitted by Applicable Law.

12.6. **Remedies Cumulative.** All rights and remedies of HomeStars pursuant to this Agreement are cumulative and not exclusive of any other rights or remedies that may be available to HomeStars, whether provided by law, equity, statute, in any other agreement between the Parties or otherwise.

13. – TERM AND TERMINATION

13.1. **Term.** The term of this Agreement will begin on the date you accept and agree to this Agreement and will continue and remain in full force and effect until the date on which either Party terminates this Agreement in accordance with this Agreement (the “**Term**”).

13.2. **Termination by You.** You may at any time terminate this Agreement for convenience or for any reason or for no reason by providing notice of such termination to HomeStars.

- 13.3. **Termination by HomeStars without Cause.** HomeStars may at any time terminate this Agreement, any rights or licences granted hereunder or in connection herewith (including the Licence), Your Customer Account, and/or any Jobs (in whole or in part) for convenience or for any reason or for no reason and without liability immediately by providing you with reasonable advance notice, but in any event with no less than 30 days' prior written notice.
- 13.4. **Termination by HomeStars for Cause.** Without prejudice to enforcement of any other right or remedy that HomeStars may have pursuant to this Agreement or at law or equity, HomeStars may terminate this Agreement and/or any rights or licences granted pursuant to or in connection with it (including the Licence) and/or terminate, cancel, or block your access to the Platform (in whole or in part) immediately and without notice if:
- (1) an Event of Default occurs or HomeStars has reason to believe that an Event of Default has occurred; or
 - (2) HomeStars believes in good faith that such termination is reasonably necessary to protect the personal safety or security, the rights (including intellectual property rights and privacy rights), or the tangible or intangible property of HomeStars or any other Person.
- 13.5. **Effect of Termination by Either Party.** If this Agreement is terminated by either Party of any reason whatsoever:
- (1) the Licence will immediately terminate and be of no further force and effect;
 - (2) HomeStars reserves the right to immediately terminate, cancel, suspend, block, or restrict your access to the Platform (in whole or in part);
 - (3) you will immediately cease any and all access to and use of the Platform and any other HomeStars Property in respect of which you may have access, possession, or control; and
 - (4) you may not be able to register a new Your Customer Account or access or use the Platform and you will not be entitled to a restoration of Your Customer Account, Your Jobs, or Your Content.
- 13.6. **Survival.** Notwithstanding the termination of this Agreement for any reason whatsoever, this Section 13.6 and ARTICLE 1 (Interpretation), ARTICLE 3 (Your Customer Account), ARTICLE 4 (Access and Use of the Platform), ARTICLE 5 (Jobs and Professional Interactions), ARTICLE 6 (Ownership), ARTICLE 7 (Confidential Information), ARTICLE 7 (Representations and Warranties), ARTICLE 8 (Disclaimers), ARTICLE 9 (Indemnities), ARTICLE 10 (Limitation of Liability), ARTICLE 11 (Complaints and Claims), ARTICLE 12 (Events of Default and Remedies), ARTICLE 13 (Term and Termination), and ARTICLE 14 (General) will survive any such termination.

14. – GENERAL

- 14.1. **Force Majeure.** Any delay or failure of HomeStars to perform its obligations pursuant to this Agreement will be excused if the delay or failure is caused by an event or occurrence beyond the reasonable control of HomeStars, including an act of God, action by any governmental authority (whether valid or invalid), fire, flood, windstorm, explosion, riot, natural disaster, pandemic,

widespread outbreak of infectious disease, war, sabotage, labour problem (including lock-out, strike, or slowdown), court order, or injunction, provided that notice of delay (including anticipated duration of the delay) will be given by HomeStars to you within ten (10) days of HomeStars becoming aware of any such event or occurrence.

- 14.2. **Notices.** Unless and only to the extent otherwise specified by HomeStars, any notices or other communications permitted or required pursuant to this Agreement will be provided electronically and given by HomeStars to you via email to the email address in Your Customer Account and by you to HomeStars via email to service@homestars.com or via the [Contact Us](#) page of the Platform. Any such notice will be deemed to be delivered and received (in the absence of evidence of prior receipt) on the earlier of the date that the sending Party receives an email from the receiving Party acknowledging receipt (provided that an automatic “read receipt” does not constitute acknowledgment for the purposes of such notice) and the next business day following the date of transmission.
- 14.3. **Assignment.** Neither this Agreement nor any of the rights or obligations pursuant to it may be assigned, transferred, or delegated by you without the prior written consent of HomeStars, which may be withheld for any reason or no reason, and any purported assignment of same will be void. HomeStars may without restriction assign, transfer, or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, to any Person without notice to you.
- 14.4. **Waiver.** The waiver by HomeStars of a breach or default of any provision of this Agreement by you or any delay or omission on the part of HomeStars to exercise or avail itself of any of its rights, remedies, powers, or privileges will not be effective unless in writing and will not be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement.
- 14.5. **Severability.** In the event that any provision (or any portion of a provision) of this Agreement will for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement and this Agreement will be construed as if such invalid, illegal, or unenforceable provision (or portion of a provision) had never been contained in this Agreement in regards to that particular jurisdiction.
- 14.6. **Enurement.** This Agreement will enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.
- 14.7. **Relationship.** Nothing in this Agreement or your use of the Platform will be deemed to constitute either Party as an agent, representative, or employee of the other party or both Parties as joint venturers or partners for any purpose. You will not have the authority or right to represent or obligate HomeStars in any way. By virtue of this Agreement, you will not have any right, power, or authority to act or create an obligation, express or implied, on behalf of HomeStars. You assume responsibility for all of your actions and omissions and those of your Representatives.
- 14.8. **No Third-Party Rights.** This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties.
- 14.9. **Governing Law.** The interpretation, validity, effect, and enforcement of this Agreement, and any and all disputes arising out of or in connection with this Agreement, or in respect of any legal

relationship associated with or derived from this Agreement, will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of law. For greater certainty, the foregoing laws apply to the access and use of the Platform (in whole or in part) by you, notwithstanding your domicile, residency, or physical location, or the location of any HomeStars office or any User or any Representative of HomeStars or any User with whom you may communicate or deal. The Platform and Services are intended for access and use only in jurisdictions where they may be lawfully provided for access and use in Canada (excluding the Province of Québec) and may not be accessed or used in the Province of Québec or in any jurisdiction where such access or use may be prohibited by law, including any jurisdiction that is subject to an embargo.

- 14.10. **Forum Selection.** The Parties agree to submit to the jurisdiction of the courts in the Province of Ontario and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court.
- 14.11. **JURY TRIAL WAIVER.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL DISPUTES ARISING FROM OR IN CONNECTION WITH THE PLATFORM OR THIS AGREEMENT.
- 14.12. **NO CLASS ACTIONS OR REPRESENTATIVE PROCEEDINGS.** YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING IN RESPECT OF ANY AND ALL DISPUTES ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR THE PLATFORM. UNLESS AND ONLY TO THE EXTENT OTHERWISE EXPRESSLY AGREED TO IN WRITING BY HOMESTARS, THE ADJUDICATOR OF ANY DISPUTE MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.
- 14.13. **Further Assurances.** Each party agrees to sign all such other instruments and to do and perform all other acts and things that may be necessary and desirable in order to give full effect to this Agreement.
- 14.14. **Legal Advice.** You represent and warrant that you are entering into this Agreement freely and voluntarily having had an opportunity to thoroughly review and understand this Agreement and to seek legal advice as to the meaning of the provisions contained herein, and you hereby confirm that you are acting of your own free will and not under any duress or undue influence.
- 14.15. **Language.** The Parties have requested and agreed that this Agreement and all related documentation be drawn up in the English language. *Les Parties aux présentes ont demandé et sont convenues que le présent contrat et tous les documents s'y rapportant soient rédigés en langue anglaise.*
- 14.16. **Admissibility.** A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or arbitral proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

14.17. **Contact Us.** If you have any questions regarding this Agreement, please contact us via email to service@homestars.com or via the [Contact Us](#) page of the Platform or at the following address:

HomeStars Inc.
49 Spadina Avenue, Unit 502
Toronto, ON M5V 2J1