

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

**HOMESTARS®
PROFESSIONAL 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 offer your home improvement services to our community of local homeowners as a member of our network of consumer-reviewed professionals.

THIS PROFESSIONAL USER AGREEMENT is entered into between you for and on behalf of yourself, Your Business (as defined herein), and Your Authorized Users (as defined herein) (together “you”, “your”, “yourself”, and words of like meaning) and HomeStars Inc. (“HomeStars”, “us”, “we”, “our”, and words of like meaning). For greater certainty, when used in this Agreement, the terms “you”, “your”, “yourself”, and words of like meaning will refer to you (in your capacity as the Person entering into this Agreement for and on behalf of Your Business and each of Your Authorized Users) and/or Your Business and/or any or all of Your Authorized Users, as applicable in the context and circumstances. 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](#), the [Privacy Policy](#), the HomeStars Policies, and should you subscribe for a Discount Package, the Subscription Agreement, 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 our Subscription Agreement or [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 & SIGN UP FOR FREE**” 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 FOR AND ON BEHALF OF, AND LEGALLY BIND, YOURSELF AND YOUR BUSINESS AND EACH OF YOUR AUTHORIZED USERS; 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 Professional User Agreement together with the Terms of Use, Privacy Policy, the HomeStars Policies, and should you subscribe for a Discount Package, the Subscription Agreement, 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 Customer, 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, consumer protection, employment, workplace safety, and insurance, CASL or Privacy Law, or any rule, order, judgment, directive, or other requirement or guideline issued by any governmental or regulatory authority in any jurisdiction.
- (3) **“CASL”** means *An Act to promote the efficiency and adaptability of the Canadian economy by regulating certain activities that discourage reliance on electronic means of carrying out commercial activities, and to amend the Canadian Radio-television and Telecommunications Commission Act, the Competition Act, the Personal Information Protection and Electronic Documents Act and the Telecommunications Act (Canada).*
- (4) **“Charge”** means any fee, charge, cost, or expense (other than the Fees) payable by you in connection with the Platform or this Agreement or any agreement, document, or instrument ancillary hereto, including any Third-Party Payment Processor.
- (5) **“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.
- (6) **“Confidential Information”** means any and all: (a) information of a Discloser or any of its affiliates or personnel designated as proprietary or confidential either orally or in writing; (b) unmarked information of a Discloser or any of its affiliates or personnel that a reasonable person would understand to be proprietary or confidential in the circumstances; (c) Customer Data (other than Personal Information); (d) non-public information relating to the business or management of a Discloser or any of its affiliates, including product or service plans and strategies, product or services designs, costs or prices, business information, financial or asset information, marketing plans, business opportunities, software, research or know-how; (e) non-public information disclosed,

made available, or otherwise provided by or on behalf of a Discloser or any of its affiliates to you pursuant to or in connection with the Platform or this Agreement; (f) non-public information relating to the Platform or included therein or derived therefrom and the form, format, mode or method of compilation, selection, configuration, presentation, or expression thereof; and (g) intellectual property of a Discloser or any of its affiliates, in each case, which may be contained in or discernible from any form whatsoever (including oral, documentary, magnetic, electronic, graphic, or digitized form or by demonstration or observation).

- (7) **“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 Customer 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.
- (8) **“Credit”** means a balance of funds granted to Your Trade Account that you may only use to apply toward the payment of Fees.
- (9) **“Customer”** means any Person who submits, posts, or publishes a Job on the Platform.
- (10) **“Customer Contract”** means any agreement, contract, document, or instrument entered into between you and a Customer, whether in writing or orally, regarding a Job.
- (11) **“Customer Data”** means any and all data and information pertaining to any Customer, including Personal Information.
- (12) **“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).
- (13) **“Discloser”** means HomeStars, any User (other than you), or any Third-Party Service Provider, as applicable.
- (14) **“Discount Package”** means any subscription package offered by HomeStars whereby HomeStars provides Credits at a discount for a monthly Fee.
- (15) **“Event of Default”** has the meaning given to it in Section 15.1 (Events of Default).
- (16) **“Fee”** means any fee payable by you to HomeStars in connection with the Platform or this Agreement.
- (17) **“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, any Lead, 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.

- (18) **“Handle”** means, with respect to information or data, to access, receive, collect, use, store, process, record, disclose, share, transfer, retain, dispose of, destroy, manage, or otherwise handle such information or data.
- (19) **“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.
- (20) **“HomeStars Policy”** means any policy, procedure, or set of rules or guidelines established by HomeStars from time to time, including the HomeStars Quality Standards Policy, the HomeStars Ratings and Reviews Policy, the answers to the FAQs, and any other HomeStars policies referred to in this Agreement, 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.
- (21) **“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 Customer 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.
- (22) **“HomeStars Quality Standards Policy”** means the HomeStars Quality Standards Policy set out on the Platform, as updated, amended, restated, supplemented, or otherwise modified from time to time.
- (23) **“HomeStars Ratings and Reviews Policy”** means the HomeStars Ratings and Reviews Policy set out on the Platform, as updated, amended, restated, supplemented, or otherwise modified from time to time.
- (24) **“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.
- (25) **“Insurance”** means all policies, coverages, and contracts of insurance as are required or considered prudent for Your Business or Your Services or for a reasonable professional engaged in any business or trade or providing any services that are the same or substantially similar to Your Business or Your Services in Canada in accordance with

generally accepted industry standards and which cover you and all Persons providing Your Services.

- (26) **“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 the services of a Professional.
- (27) **“Lead”** means the contact details of a Customer in connection with a Job that are shared with you by way of the Platform.
- (28) **“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.
- (29) **“Party”** means either you or HomeStars, as applicable, and **“Parties”** means you and HomeStars.
- (30) **“Payment Method”** means a valid payment method that you add to Your Trade Account or that you use when paying any Fees or Charges, including a valid credit card, debit card, direct debit, or any other method of payment acceptable to HomeStars (in its sole discretion).
- (31) **“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.
- (32) **“Personal Information”** means any information about an identifiable individual person.
- (33) **“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 Pros app, and all Content, and tools contained therein.
- (34) **“Privacy Law”** means any federal, provincial, municipal, or other law in effect in Canada governing the collection, use, disclosure, and storage of Personal Information, including the *Personal Information Protection and Electronic Documents Act (Canada)* (PIPEDA) or any equivalent privacy legislation in any other jurisdiction applicable to this Agreement or either Party when used in reference to such Party.
- (35) **“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.
- (36) **“Professional”** means any Person that offers the services of a professional tradesperson and registers as such on the Platform.
- (37) **“Representative”** means, with respect to a Person, any director, officer, principal, employee, personnel, contractor, subcontractor, subtrade, agent, representative, or professional advisor of such Person.

- (38) **“Respond”, “Response”,** and any other similar term means, with respect to a Job, that you respond, contact, quote, or message a Customer via the Platform regarding that Job.
- (39) **“Services”** has the meaning given to it in Section 2.3 (Services).
- (40) **“Shortlist”, “Shortlisted”, or “Shortlisting”,** and any other similar term means, with respect to a Job, either: (a) a Customer shares their contact details with you via the Platform for the purpose of contacting them regarding that Job; or (b) you shortlist yourself for that Job by selecting the “Shortlist Me” option for that Job on the Platform.
- (41) **“Software”** means any and all software or code (including source code and object code) that supports the Platform or any portion of it.
- (42) **“Subscription Agreement”** means any subscription agreement between HomeStars and you relating to a Discount Package, 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.
- (43) **“Taxes”** means any and all sales, use, value added or other taxes, federal, provincial, state, or otherwise, however designated (including HST, GST, and PST), which are levied or imposed by reason of the Platform or any transaction contemplated by this Agreement (including in connection with any Jobs) and any and all associated fees and charges, except for any taxes based on HomeStars’ net income.
- (44) **“Term”** has the meaning given to it in Section 16.1 (Term).
- (45) **“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.
- (46) **“Third-Party Payment Processor”** means any service provider engaged by HomeStars from time to time to process payments for or on behalf of HomeStars in connection with the Platform, including with respect to the Fees, Charges, or any associated Taxes.
- (47) **“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 websites, applications, content, advertisements, promotions, communications, information, or resources.
- (48) **“Third-Party Service Provider”** means any Person (other than either Party) providing or making available any Third-Party Service, including any Third-Party Payment Processor.
- (49) **“User”** means any user of the Platform, including any Customer or any Professional, from time to time.
- (50) **“Your Authorized User”** means any Representative of you or Your Business authorized by you or Your Business to access and use Your Trade Account and/or the Platform.
- (51) **“Your Business”** means the business or any Person operating the business that you represent when you register Your Trade Account on the Platform. For example, if you were an individual named Joe Smith registering for and on behalf of an incorporated

Person named Joe Smith Renovations Inc., “Your Business” would be Joe Smith Renovations Inc.

- (52) **“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.
- (53) **“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 Trade Account, Your Trade Profile, Your Business, Your Services, Shortlistings, or Your Jobs.
- (54) **“Your Job”** means any Job that is the subject of a Customer Contract.
- (55) **“Your Personnel”** means, with respect to a Person, a director, officer, employee, personnel, contractor, subcontractor, or agent of such Person.
- (56) **“Your Public Content”** means any and all of Your Content, other than any of your Personal Information.
- (57) **“Your Services”** means any home improvement, maintenance, or repair services you offer or provide, including any services you provide to any Customer, including in connection with any of Your Jobs.
- (58) **“Your Trade Account”** means your trade account on the Platform.
- (59) **“Your Trade Dashboard”** means a page of the Platform, on which you can access and manage Your Trade Account, Your Trade Profile, Your Responses, Your Shortlistings, Your Leads, and Your Jobs.
- (60) **“Your Trade Profile”** means your trade profile page on the Platform.
- 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 Services to Customers. 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 business purposes only and not for 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 of Your Services (in whole or in part) to any Person;
 - (5) at all times, you are solely responsible and liable for the provision of Your Services and any and all equipment, tools, supplies, materials, and personnel required to provide Your 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 advertising and selling your home improvement services to Customers and communicating with us and your Customers 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 Customers (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 TRADE ACCOUNT

- 3.1. **Registration of Your Trade Account.** In order to access and use the Platform, you must register for Your Trade Account by way of the Platform. When you register Your Trade Account, you represent and warrant that you are the duly authorized signatory of Your Business with full authority to bind Your Business to legal contracts and to authorize Your Business to enter into this Agreement. In order to register for Your Trade Account, you will need to provide some basic information, including the following:
- (1) the full legal name of Your Business, including corporate signifier (e.g., Inc., Ltd., Corp.), and the business registration numbers, including BIN, and HST, GST, and PST numbers and banking payment details of Your Business;
 - (2) the first name, last name, title, email, and phone number of the owner, principal, managing director, or chief executive officer of Your Business (together with a valid ID);
 - (3) the head office address and main email and phone number of Your Business;

- (4) Your Services and the main profession and areas of expertise of Your Business;
- (5) any and all trade licensing certificates (or equivalent documentation) of all service providers and tradespeople employed or engaged by Your Business that require licensing or certification;
- (6) a completed evaluation for each trade you apply for (if applicable);
- (7) such other information or documentation as we may reasonably request from time to time.

You may not register more than one trade account per business unless HomeStars authorizes you to do so in writing. You may not assign or otherwise transfer Your Trade Account to any Person without the express written consent of HomeStars. You have the ability to cancel Your Trade 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 Trade Account credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of Your Trade Account. HomeStars reserves the right to decline your request to register for a trade account or to cancel, suspend, revoke, or terminate Your Trade 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 Trade Profile and Your Trade Dashboard.** Upon registering for Your Trade Account, you will be able to create Your Trade Profile, access Your Trade Dashboard, and manage Your Trade Account, Your Trade Profile, Your Services, Your Responses, Shortlistings, Leads, and Your Jobs. To create Your Trade Profile and obtain access to Your Trade Dashboard, you will be required to provide your Payment Method and you may be required to provide additional information about yourself. The information you provide when creating Your Trade Profile will be displayed and visible on Your Trade Profile and Your Trade Dashboard.

3.3. **Payment Method.** When you register for Your Trade Account, you will be required to provide HomeStars with a Payment Method. You acknowledge and agree that we will only accept a valid Payment Method, including a valid credit card, debit card, direct debit, or any other valid method of payment acceptable to HomeStars (in its sole discretion). When you add your Payment Method to Your Trade Account, you will be asked to provide HomeStars with customary billing information such as name, billing address, and any other information for use by HomeStars or Third-Party Payment Processors to process payments in connection with the Platform. You will be required to provide HomeStars with valid, accurate, current, and complete information when adding your Payment Method and to update and correct your Payment Method as required to ensure that your Payment Method is at all times valid, current, complete, and accurate. If your Payment Method changes for any reason, we may acquire that information from third parties and update your Payment Method on file in Your Trade Account. You authorize HomeStars to store and use any and all information you provide for use in maintaining your Payment Method and charging your Payment Method for any and all Fees, Charges, and associated Taxes. You acknowledge and agree that:

- (1) you are solely responsible for the accuracy and completeness of your Payment Method;

- (2) failure to maintain valid, current, complete, and accurate information in your Payment Method may result in your inability to access and use the Platform (in whole or in part);
 - (3) HomeStars is not responsible for any Claims or Losses suffered by you as a result of incorrect Payment Method provided by you or otherwise in connection with your Payment Method; and
 - (4) HomeStars may use Third-Party Payment Processors to access, hold, use, and process your Payment Method to process payments made by you to HomeStars and, in such circumstances, the processing of payments or refunds, as applicable, will be subject to the terms and conditions of the applicable Third-Party Payment Processor and your financial institution, credit card issuer, or other administrator of your Payment Method.
- 3.4. **Accuracy, Completeness, and Currency of Information.** You must provide accurate, complete, and current information during the process of registering Your Trade Account and creating Your Trade Profile and Your Trade Dashboard and you must keep Your Trade Account information accurate, complete, and current at all times. You can manage Your Trade Account information in Your Trade Dashboard. You represent and warrant that you will include in Your Trade Account and in any case make available to any and all Customers 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 Tax and other governmental or regulatory authorities if asked to so or as required by Applicable Law or for compliance with our legal or regulatory obligations.
- 3.5. **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.
- 3.6. **Background Checks.** We may, but are not obligated to, make enquiries we consider necessary to help verify or check your identity, the validity of Your Business, and/or prevent fraud. You authorize us to screen you against third-party databases and other sources and request reports from Third Party Service Providers. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering (AML) regulations. This may include asking you to provide a form of government identification (e.g., driver's licence or passport), your date of birth, your address, and other information, requiring you to take additional steps to confirm ownership of your email address or Payment Method, screening your information against third-party databases. We reserve the right to close, suspend, or limit your access to the Platform in the event we are unable to obtain or verify any of this information.
- 3.7. **Your Trade Account Security and Passwords.** You acknowledge and agree that you are solely responsible and liable for maintaining the confidentiality and security of Your Trade 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 Trade 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 Trade Account credentials to any Person and you are solely responsible and liable for any and all activities conducted through Your Trade Account. You will notify us immediately upon becoming aware of any unauthorized access to or use of Your Trade Account or if you have reason to believe that Your Trade 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 Trade Account.** In order to access and use the Platform or register Your Trade Account, you must be at least 18 years of age and able to enter into legally binding contracts and Your Business must be a duly organized and validly existing legal entity in good standing under the laws of the jurisdiction in which it is established and have the authority to enter into this Agreement. 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 trade accounts for Your Business or to create a Customer Account;
 - (2) attempt to use any systems or methods to circumvent or avoid the payment of any Fees or Charges payable pursuant to this Agreement;
 - (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 any of the terms and conditions of this Agreement or Applicable Law;
 - (4) 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;
 - (5) 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;
 - (6) 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;

- (7) exploit the Platform or any other HomeStars Property (in whole or in part), including by trespass or burdening network capacity;
- (8) reproduce the Platform or any other HomeStars Property (in whole or in part) in any form or by any means;
- (9) 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);
- (10) 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;
- (11) 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;
- (12) 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);
- (13) use the Platform in connection with the transmission or distribution of commercial electronic messages (CEMs) in violation of CASL or any other similar Applicable Law;
- (14) 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;
- (15) 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;
- (16) 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;
- (17) 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);

- (18) 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;
- (19) sell, licence, sublicense, transfer, share, distribute, rent, lease, loan, or engage in any other commercial transaction relating to the Platform, any Lead, any Customer Data, or any other HomeStars Property (in whole or in part) or any reproduction of all or any portion thereof in any medium; or
- (20) 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. **Responsibility for Your Authorized Users.** You will be responsible and liable for Your Authorized Users, and you will ensure that all Your Authorized Users will comply with the terms and conditions of this Agreement. The performance of all or any part of your obligations pursuant to this Agreement by any of Your Authorized Users will not relieve you from any obligation or liability under this Agreement. You will remain at all times responsible for the performance of all or any part of your obligations set out in this Agreement performed by any of Your Authorized Users to the same extent as if such obligations were performed by you. Any breach of this Agreement by any of Your Authorized Users will be deemed to be a breach of this Agreement by you. If you become aware of any actual or suspected breach of this Agreement by any of Your Authorized Users or if you reasonably believe that such a breach may occur, you will immediately notify us in writing and provide us with such information relating to the breach or possible breach as we may reasonably request.

4.4. **Non-Compete.** You represent and warrant that you are not currently engaged in any business and you do not offer any products or services that, directly or indirectly, compete with any HomeStars products or services, including the Platform. During the Term, you will not, on your own or with others, directly or indirectly, in the Canada, represent, promote, market, advertise, offer, sell, resell, or provide any products or services that compete with the products or services of HomeStars, including the Platform (in whole or in part). In each case the determination of whether a product or service competes with any HomeStars products or services, including the Platform, will be made by HomeStars in its sole discretion.

4.5. **Behaviour Standards.** You agree that at all times during the Term, you will, and will ensure that each of your Representatives will, comply with the following minimum behaviour standards expected of all Professionals using the Platform (the "**Behaviour Standards**"):

- (1) comply with this Agreement and each Customer Contract;
- (2) honour all commitments to Customers in connection with Shortlisting, Leads, Your Jobs, and Customer Contracts, including completing all work for which deposits are accepted, and respond to and communicate and interact with Customers in a prompt and professional manner;

- (3) perform Your Services as agreed with the applicable Customers in a timely manner and in a professional and skillful manner with a high degree of quality and responsiveness at all times consistent with generally accepted industry standards in Canada and otherwise in accordance with the terms of this Agreement and the applicable Customer Contract;
- (4) not infringe any rights (including the intellectual property rights or privacy rights), of any Person in connection with the performance of Your Services or any of Your Jobs or any Customer Contract;
- (5) give the required notices and comply with the laws, ordinances, rules, regulations, codes, and orders of the relevant authorities having jurisdiction which are or become in force during the performance of your obligations pursuant to this Agreement or any Customer Contract and which relate to any of Your Services or Your Jobs;
- (6) obtain and maintain, as required by Applicable Law, any and all required consents, licences, permits, permissions, waivers, registrations, indentures, certifications, and approvals for the operation of Your Business, the provision of your Services, and the performance of Your Jobs and all Customer Contracts and not hold yourself out as having any such consents, licences, permits, permissions, waivers, registrations, indentures, and approvals that you do not actually have;
- (7) ensure that all Persons performing Your Services will have and maintain the unrestricted right to work in Canada and all skills, qualifications, expertise, licences, and certifications necessary to perform Your Services in accordance with this Agreement, the applicable Customer Contract, and Applicable Law;
- (8) ensure that any and all information provided and statements, representations, and warranties made by you to Customers in connection with Your Services is accurate, current, and complete in all material respects and will not be in any way false or misleading;
- (9) refrain from engaging in any unfair or deceptive trade practices, unethical business practices, or any other practices that could reasonably be expected to reflect unfavourably on the Platform or HomeStars; and
- (10) refrain from tampering with ratings and reviews, engaging in bullying behaviour, including with any User that has posted a rating or review of you, or providing or offering to provide any sort of financial compensation for ratings or reviews or other types of false or misleading advertising.

4.6. **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 Trade Account or any of Your Jobs (or any portion thereof) if you misuse the Content.

4.7. **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 Customers 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) unless and until you have been Shortlisted, contains any of your contact details or links to any other websites;
- (3) refers to any website, app, platform, tool, or other service or product that is comparable to or that in any way, directly or indirectly, competes with the Platform or the business of HomeStars;
- (4) contains language or imagery that could be deemed offensive or is likely to harass, upset, embarrass, alarm, or annoy any other Person;
- (5) is obscene, pornographic, violent, or otherwise may offend human dignity;
- (6) is abusive, insulting, threatening, discriminatory, or which promotes or encourages racism, sexism, hatred, or bigotry;
- (7) encourages any illegal activity, including terrorism, or incites racial hatred or the submission of which in itself constitutes committing a criminal offence;
- (8) is defamatory;
- (9) 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;
- (10) involves the transmission or distribution of unsolicited commercial electronic messages in violation of Applicable Law;
- (11) 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;
- (12) itself, or the posting of which, infringes or violates any Person's rights (including intellectual property rights and privacy rights); or
- (13) shows another Person which was created or distributed without that Person's express consent.

4.8. **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.

- 4.9. **Restricted Access.** HomeStars may make your access to and use of the Platform or certain areas or features of the Platform subject to additional conditions and requirements, including additional Fees or Charges, your proper completion of verification processes, you meeting specific eligibility criteria, you meeting review or rating thresholds, or your User history, including Your Workspace history. The access to or use of certain areas and features of the Platform may be subject to separate policies, standards, or guidelines, or may require that you accept additional terms and conditions before you can access the relevant areas or features of the Platform. If there is a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions applicable to a specific area or feature of the Platform, the latter terms and conditions will take precedence to the extent necessary to resolve any such conflict or inconsistency with respect to your access to or use of that area or feature, unless and only to the extent otherwise specified in the latter terms and conditions.
- 4.10. **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 Trade Account. These features will not require that you share Your Trade Account credentials with any other Person. No Person other than you is authorized by HomeStars to ask for Your Trade Account credentials, and you will not request the credentials of any other User.
- 4.11. **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. HomeStars reserves the right to charge you higher Fees for the Platform should you not agree to such advertising. Any such higher Fees, if applicable, will be posted on the Platform or communicated to you by email.
- 4.12. **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.
- 4.13. **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).

- 4.14. **Professional Rankings.** The display of Your Trade Profile in the Platform's profile search is ranked using an algorithm based on various parameters in order to, among other things, improve the predictability of our ranking and help you optimize the presentation of Your Trade Profile and Your Services, 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 the Customer to find a Professional who is not too far away from 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 Customers have been satisfied with Your Services and your behaviour. The better your ratings and reviews, the higher up you will appear in the ranking for Customers.
 - (4) **Interactions with Customers.** Your activity on the Platform can indicate how quickly you respond to communications. We therefore evaluate how many replies you sent in the week before a Job was created by a Customer and whether your replies related to comparable Jobs. The higher the number of answers, the higher up you will appear in the ranking for Customers.
 - (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.
- 4.15. **Featured Ads.** Professionals have the option to pay HomeStars an additional monthly Fee to be featured (on rotation with other Professionals) at the top position of our rankings for their specific services. All such featured ads are subject to separate terms and conditions. Please contact us for more information regarding our featured ad services by emailing us at service@homestars.com or by using the [Contact Us](#) page of the Platform.
- 4.16. **Ratings and Reviews.** The Platform enables Customers to post public ratings and reviews about you and other Professionals, Your Jobs, and Your Services. We reserve the right, but will have no obligation, to monitor and check 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 appear to be fake, false, or fraudulent or for any other reason as we may determine in our sole discretion. You acknowledge and agree that:

- (1) you will be subject to ratings and reviews from Customers, including regarding Your Jobs, Your Services, your Customer Contracts, your behaviour and conduct, your workmanship, the fees you charge, and other related matters;
- (2) ratings and reviews in respect of you are public and may be displayed on the Platform, including on Your Trade Profile, together with other relevant information;
- (3) ratings and reviews are an important way for Customers to vet Professionals and for the operation of the Platform and from time to time you may receive unfavourable public reviews or ratings;
- (4) if any User rates or reviews you or any of Your Jobs or Your Services or your usage of the Platform as being below a threshold acceptable to HomeStars or in violation of this Agreement, we may, in our sole discretion, restrict or terminate your access to the Platform or any of Your Jobs; and
- (5) you will at all times comply with the [HomeStars Ratings and Reviews Policy](#).

IN ADDITION, 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.

- 4.17. **Complaints About Ratings and Reviews.** If you would like to make a complaint about a rating or review about you or any of Your Jobs or Your Services, you can do so by contacting us via email to service@homestars.com or via the [Contact Us](#) page of the Platform. HomeStars will review your complaint, but you acknowledge and agree that we will have no obligation whatsoever for removing, revising, editing, or otherwise handling any rating or review, unless we determine, in our sole discretion, that it is offensive, harassing, inappropriate, or obscene or otherwise violates the terms and conditions of this Agreement or Applicable Law.
- 4.18. **Prohibited Conduct.** 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 you or any other User by falsely posing as a genuine Customer, by allowing, enabling, or encouraging any ratings, reviews, or feedback of you or any other 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 you or any other User. Neither the ranking we carry out nor your position in any ranking can or will be influenced directly or indirectly by the payment of any Fees.
- 4.19. **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 Trade Account and Your Trade Profile and may also be displayed or found elsewhere on the Platform together with other relevant information.

5. – JOBS AND CUSTOMER INTERACTIONS

5.1. **Job Postings and Shortlisting.** The Platform enables Customers to post Jobs on the Platform and invite Professionals to Respond to such Jobs. You have two options with respect to a Job:

- (1) Option 1 – Shortlist Yourself: You may select the “Shortlist Me” button and Shortlist yourself for that Job, in which case you will be Shortlisted for that Job and you will receive a Lead in respect of that Customer; or
- (2) Option 2 – Respond to the Customer: You may Respond to the Customer with respect to that Job, in which case, the Customer may choose whether to add you to their Shortlist. If you are Shortlisted by the Customer for that Job, you will receive a Lead in respect of that Customer.

We limit the number of Professionals that are Shortlisted for a Job.

5.2. **NO GUARANTEE OF JOBS.** YOU ACKNOWLEDGE AND AGREE THAT THE PLATFORM IS DESIGNED TO GENERATE LEADS BUT HOMESTARS DOES NOT WARRANT OR GUARANTEE ANY PARTICULAR RESULT FROM THE USE OF THE PLATFORM OR ANY LEAD OR THE FREQUENCY, VOLUME, QUANTITY, OR QUALITY OF LEADS OR THE LEVEL OF INTEREST OF ANY CUSTOMER REGARDING THEIR JOBS OR ANY CUSTOMER’S DESIRE TO HAVE WORK COMPLETED ON ANY JOB OR THAT ANY CUSTOMER WILL ENGAGE YOU IN RESPECT OF ANY JOB OR ANY CUSTOMER’S CREDITWORTHINESS OR ABILITY TO PAY YOU OR THE ACCURACY OF ANY CUSTOMER DATA OR THAT YOU WILL SECURE ANY PARTICULAR JOB OR BE ABLE TO EARN ANY REVENUES FROM ANY LEADS.

5.3. **Non-Circumvention.** You acknowledge and agree that you may not attempt to obtain a Lead or otherwise exchange contact details with any Customer outside of the Platform, including by directing any Customer to your own website for such purpose, or otherwise attempt to avoid paying any Fees.

5.4. **Customer Contracts.** You acknowledge and agree that:

- (1) you may not contract with any Customer by way of the Platform and no interaction between you and any Customer by way of the Platform will constitute a contract between you and any Customer;
- (2) any and all Customer Contracts are made separately and independently of the Platform and HomeStars, all Customer Contracts are between you and the applicable Customer, and HomeStars will not be a party to any Customer Contracts or have any responsibility or liability whatsoever in connection with any Customer Contracts;
- (3) as between the Parties, you are solely responsible and liable for any and all of Your Jobs and complying with your obligations pursuant to any and all Customer Contracts;

- (4) as between the Parties, you are solely responsible and liable for: (a) any and all Jobs, Shortlisting, and Customer Contracts; (b) identifying, understanding, and complying with any and all Applicable Laws that apply to Customer Contracts; and (c) any and all Customer Contracts and interactions between you and any Customer, including any and all related quotes, estimates, goods or services, deliverables, invoicing, payments, and collections;
- (5) as between HomeStars and Customers, the applicable Customer is solely responsible and liable for: (a) their Jobs and any and all Shortlisting and Customer Contracts in respect of such Jobs; (b) identifying, understanding, and complying with any and all Applicable Laws that apply to any Customer Contracts between you and that Customer; and (c) any and all Customer Contracts and interactions between you and that Customer, 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 Jobs, Your Jobs, and Customer Contracts.

5.5. **CUSTOMER 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 CUSTOMER, AND 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.

5.6. **Insurance.** During the Term, you will at all times, at your own cost and expense, obtain and maintain in full force and effect, the Insurance. Upon demand by HomeStars, you will deliver to HomeStars any and all certificates, policies, coverages, riders, and other documentational proof of the Insurance as may be reasonably satisfactory to HomeStars. You will review the Insurance carefully and ensure that you are familiar with and understand the coverages of the Insurance and any applicable exclusions and deductibles.

5.7. **HomeStars Verification Badge.** Subject to the terms, restrictions, and conditions of this Agreement, and in accordance with the Licence, during the Term, if in the past you were granted the right to use and display the HomeStars Verification Badge, you may continue to use and display the HomeStars Verification Badge for the sole purpose of marketing Your Business and Your Services to Customers. Any and all use or display of the HomeStars Verification Badge must comply with the applicable HomeStars Policies. You may not make any changes or modifications to the HomeStars Verification Badge, and you will only use it in the exact form and format in which it is provided to you by HomeStars. You may only use the HomeStars Verification Badge if you pass HomeStars' re-screening criteria, which may be required at any time and from time to time and as determined by HomeStars in its sole discretion. You will use and display the HomeStars Verification Badge solely in connection with those of Your Services and for such purposes as HomeStars may permit. You may only use the HomeStars Verification Badge for its intended use, and you may not misrepresent HomeStars, HomeStars' services, your affiliation with HomeStars, or the HomeStars Verification Badge. If at any time your screening status should change, you must immediately report such change to HomeStars. If such change causes Your Business to fail HomeStars' screening criteria, and if not remedied to HomeStars' satisfaction within 30 days of notification, it will constitute an Event of Default and HomeStars may, in its sole discretion, terminate or suspend this Agreement (in whole or in part), including the Licence or

the right to use the HomeStars Verification Badge, in accordance with Section 16.4 (Termination by HomeStars for Cause). You hereby agree to be re-screened by HomeStars at any time as desired by HomeStars in its sole discretion, and failure to allow such rescreening, or failing the re-screening, in HomeStars' sole discretion, will constitute an Event of Default and HomeStars may terminate this Agreement for cause in accordance with Section 16.4 (Termination by HomeStars for Cause).

6. – PAYMENT TERMS

- 6.1. **Pricing and Payment Terms.** The Fees, Fee structures, pricing terms, and Charges are as set out on the Platform. HomeStars reserves the right, in its sole discretion, to determine the Fees, Fee structure, pricing terms, Charges, and payment terms. You agree to pay HomeStars any and all Fees, Charges, and associated Taxes in accordance with the terms and conditions of this Agreement. We will invoice you for Fees, Charges, and any associated Taxes and either we or our agents or Third-Party Payment Processors will charge you and process payment using your Payment Method. Invoiced amounts are due immediately upon the time and date of the invoice. All payments by you will be deducted from any outstanding invoices at our sole discretion, regardless of any specification given by you regarding payment. Upon the successful completion of a payment transaction, your invoice will be posted to Your Trade Account and will be accessible by way of Your Trade Dashboard. If HomeStars is unable to process a payment or collect from your designated primary Payment Method, you agree that HomeStars may charge any other Payment Method on file in Your Trade Account or otherwise collect payment from you and pursue any rights or remedies available to HomeStars. Payment reminders may be issued to you by email, SMS, or push notification. You acknowledge and agree that you are solely responsible and liable to maintain copies of all invoices and payment receipts securely and HomeStars will not accept any responsibility or liability for your record-keeping duties, including as may be owed to any third parties including Third-Party Payment Processors and Tax authorities. If you participate in any offer or promotion whereby HomeStars provides a discount related to Your Services, whether or not by way of the Platform, you agree to comply by the terms and conditions of such offer or promotion.
- 6.2. **Fees.** Our flexible Fee structure is based on a “pay as you go” plan, where you are charged per Lead. The Fees per Lead are set out on the Platform and are clearly displayed in relation to each Job and will also be clearly displayed as you Respond to a Job or Shortlist yourself. The Fees are calculated based on the likely size, value, category, and location of the Job. If you are Shortlisted for a Job, you will receive a Lead for that Job and the Fees for that Lead will immediately become due and payable.
- 6.3. **Discount Package Subscriptions.** You have the option of subscribing for a Discount Package, which allows you to, instead of paying Fees per Lead, pay a monthly subscription Fee to receive Credits that are applied against Fees. If you wish to subscribe for a Discount Package, you will be required to enter into a Subscription Agreement, which will be incorporated into and form an integral part of this Agreement.
- 6.4. **Charges.** In addition to the Fees, you agree to pay HomeStars or the applicable Third-Party Service Provider any and all Charges that may be relevant in accordance with the terms and conditions of this Agreement or the applicable agreement, document, or instrument governing such Charges, as applicable.

- 6.5. **Payment Authorization.** You authorize HomeStars and our agents and Third-Party Service Providers to charge your Payment Method to process payment of any and all Fees, Charges, and associated Taxes. You authorize HomeStars to obtain updated or replacement expiration dates and card numbers for your Payment Method as provided by your credit or debit card issuer. You hereby agree that you will not charge back, annul, or void any payment transactions for Fees, Charges, or associated Taxes, except as and only to the extent permitted by Applicable Law.
- 6.6. **Fees Non-Refundable.** You acknowledge and agree that, subject to our sole and absolute discretion, all Fees and any associated Taxes are non-refundable and non-creditable and you will have no right to any refund in respect of any Fees for any reason whatsoever. Any refunds will be made by HomeStars in its sole discretion and in accordance with the relevant HomeStars Policy. Any and all refunds will only be provided by way of a Credit.
- 6.7. **Changes.** HomeStars reserves the right, in its sole discretion, to update and revise the Fees, Fee structure, pricing terms, Charges, and payment terms at any time and from time to time. You should review the Platform and this Agreement regularly for any such changes.
- 6.8. **Credits.** HomeStars may, in its sole and absolute discretion and/or as a courtesy, offer you a Credit to Your Trade Account as a reward for contributing to the Platform, our business, our research, or for other reasons as we may deem appropriate. Any and all Credits awarded to you may only be used toward the payment of Fees and may not be exchanged or returned for cash or transferred to any other Person. Upon receipt of a Credit, you may use that Credit toward the payment of any Fees payable by you and the balance of such Credit will be reduced by the value of such Fees. If any Fees are not fully paid by your Credit, an invoice will be issued to you for the remaining balance of such Fees. Credits issued to you will be subject to an expiry date, which will be posted with the Credit. Any and all unused Credits will expire on the applicable expiry date. If no expiry date is posted with a particular Credit, such Credit will expire on the date which is 12 months following the date on which such Credit was originally awarded to you. On the expiry date of a Credit, that Credit will be automatically removed from Your Trade Account.
- 6.9. **Interest on Late Payments.** In the event that you fail to pay, or where HomeStars is unable to process payment for, any Fees or other amounts payable by you pursuant to and in accordance with the terms and conditions of this Agreement, HomeStars will have the right, in addition to any other rights or remedies available to it, to charge, and you will pay, interest on such overdue amounts at the rate of the lesser of one and one-half percent (1.5%) per month calculated daily and compounded monthly from the date of the invoice or the maximum rate of interest permitted by Applicable Law.
- 6.10. **Taxes.** You acknowledge and agree that the Fees and Charges are exclusive of Taxes. In addition to the Fees and Charges and any other amounts payable pursuant to this Agreement or the Platform, you agree to pay any and all associated Taxes. Any failure to collect monies on account of such Taxes will not constitute a waiver of the right to do so.
- 6.11. **Delinquent Amounts and Charge Backs.** In addition to any Fees or other amounts payable pursuant to this Agreement, if there are delinquent amounts or charge backs associated with your Payment Method, you may be charged additional Fees and/or Charges that are incidental to the collection of these delinquent amounts and charge backs. Such Fees and Charges may include collection fees, convenience fees, or other third-party charges. In addition, charge backs may be assessed an administrative fee of up to \$100.00 or, in some cases, such higher amount as

may be reasonably required to compensate us for our costs and expenses associated with such charge backs.

- 6.12. **Fraudulent Transactions.** You acknowledge and agree that HomeStars will not be responsible for any fraudulent transactions between you and any other User. Without limiting the generality of the foregoing, HomeStars reserves the right, but is under no obligation whatsoever, to investigate any transactions, payments, or Jobs that we have reason to believe are or may be fraudulent or otherwise illegal and to suspend or refuse to process such transactions or payments or suspend, terminate, or block your access to Your Jobs. We also reserve the right to work with the authorities in the applicable jurisdictions with respect to any actual or suspected fraudulent or illegal transactions. If you challenge a transaction or payment, you agree to provide HomeStars with any and all assistance reasonably required by us in order to comply with Applicable Law and the rules and policies of any financial institution or other Person affected by such transaction or payment.
- 6.13. **Currency Conversion.** The currencies available to make and receive payments for any given transaction pursuant to this Agreement or in association with the Platform may be limited for regulatory or operational reasons, including based on your selected Payment Method, your country of residence, or Third-Party Service Providers, including Third-Party Payment Processors. Any such limitations will be communicated to you by way of the Platform and you will be prompted to select a different currency or Payment Method. In addition, Third-Party Payment Processors may impose transaction, currency conversion, or other fees based on the currency or Payment Method you select to make or receive payments.
- 6.14. **Payment Processing Errors.** We will take reasonable steps to rectify any payment processing errors of which we become aware. These steps may include crediting or debiting, as applicable, your Payment Method so that you end up receiving or paying the correct amount. This may be performed by HomeStars or a Third-Party Payment Processor or another Person, including your financial institution.
- 6.15. **Non-Availability of Payment Services.** HomeStars may temporarily restrict the availability of the payment services with respect to the Platform, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of such payment services. Any such suspension of payment services does not constitute a waiver of the right to payments or collect payments (in whole or in part). HomeStars may improve, enhance, and modify such payment services and introduce new payment services from time to time. HomeStars will provide notice to you of any changes to the payment services, unless such changes do not materially increase your contractual obligations or decrease your rights under this Agreement.
- 6.16. **Third-Party Payment Processors.** You acknowledge and agree that your Payment Method may involve the use of Third-Party Payment Processors that may charge you additional Charges when processing payments and refunds in connection with the Platform (including deducting such Charges from the payment amount). Your Payment Method may be subject to additional terms and conditions imposed by such Third-Party Payment Processors. Please review these terms and conditions before using your Payment Method. The payment services with respect to the Platform may contain links to Third-Party Payment Processor websites or resources. Your access to or use of certain payment services, including the services of Third-Party Payment Processors, may be subject to, or require you to accept, additional terms and conditions. You should review these terms and conditions carefully. If there is a conflict between the terms and conditions of

this Agreement and the terms and conditions applicable for a specific payment service, including of a contract with a Third-Party Payment Processor, the latter terms and conditions will take precedence with respect to your use of or access to that payment service, unless otherwise specified in such terms and conditions.

- 6.17. **Invoice Enquiries and Disputes.** If you have any questions regarding, or dispute, any Fees or Charges, please contact us via email to service@homestars.com or via the [Contact Us](#) page of the Platform. You will provide us with notice of any invoice enquiry or dispute within sixty (60) days of the invoice date and, with such notice, provide any supporting documentation. After that time, subject to Applicable Law, you will be deemed to have agreed to the contents of the invoice and, to the maximum extent permitted by Applicable Law, you will have no right to challenge or dispute such invoice (in whole or in part). You agree to pay the undisputed portion of any and all invoices in accordance with this Agreement.

7. – OWNERSHIP

- 7.1. **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.
- 7.2. **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.
- 7.3. **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).

7.4. **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.

7.5. **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.

7.6. **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.

7.7. **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.

8. – CONFIDENTIAL INFORMATION

8.1. **Confidential Information.** You acknowledge and agree that all Confidential Information consists of confidential and proprietary information of the Discloser. Except as required by law, you will, and will cause your Representatives to, hold all Confidential Information of the Discloser in confidence and use the same degree of care by instruction, agreement, or otherwise to maintain the confidentiality of the Confidential Information that you use to maintain the confidentiality of your own confidential information or trade secrets, but in any event with at least a reasonable degree of care.

8.2. **Excluded Information.** Confidential Information will not include any information that you can establish by documentary evidence:

- (1) is or becomes publicly available through no fault of you;
- (2) is independently developed by you without the use of any of the Discloser's Confidential Information;
- (3) you have rightfully obtained from a third party who has the right to transfer or disclose it; or
- (4) is further disclosed with the prior written consent of the Discloser.

8.3. **Disclosure of Confidential Information by Court Order.** In the event that you receive a request to disclose all or any part of the Confidential Information of the Discloser under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction or by a governmental body, you agree to:

- (1) immediately notify the Discloser of the existence, terms and circumstances surrounding such a request;
- (2) consult with the Discloser on the advisability of taking legally available steps to resist or narrow such request; and
- (3) if disclosure of such information is required, exercise your best efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the disclosed information which the Discloser so designates.

8.4. **Prohibition on Use.** You agree not to make use of Confidential Information of the Discloser other than for the exercise of rights or the performance of obligations pursuant to this Agreement, and

not to release, disclose, communicate it or make it available to any third party other than your Representatives who reasonably need to know it in connection with the exercise of rights or the performance of obligations pursuant to this Agreement, and provided that such Representatives are subject to confidentiality provisions at least as rigorous as the confidentiality provisions of this Agreement.

- 8.5. **Destruction and Return of Confidential Information.** Promptly upon the expiration or termination of this Agreement or upon receipt of notice from the Discloser, you will discontinue any and all use of the Confidential Information provided to you by such Discloser, and pursuant to and in accordance with such Discloser's instructions, you will return to such Discloser or destroy any and all Confidential Information disclosed to you.

9. – COMPLIANCE

- 9.1. **Compliance with Applicable Law.** During the Term, you will at all times comply with Applicable Law, not offer products or services that do not comply with Applicable Law, and do all such things as may be necessary or desirable to ensure that HomeStars complies with Applicable Law. You acknowledge and agree that you are solely responsible and liable for your and your Representatives' compliance with Applicable Law and any and all Tax obligations that may apply to your use of the Platform, the Content, or Your Jobs. You will notify HomeStars in writing promptly upon becoming aware of your non-compliance with Applicable Law.
- 9.2. **Compliance with Privacy Law.** To the extent that you Handle any Customer Data in connection with your access to and use of the Platform or this Agreement or any Customer Contract, you will do so in accordance with Privacy Law and our [Privacy Policy](#), and you agree to perform your obligations pursuant to this Agreement and any Customer Contract and do all such things as HomeStars may deem necessary or desirable to ensure that at all times HomeStars complies with Privacy Law.
- 9.3. **Compliance with CASL.** To the extent that you send any commercial electronic messages (CEMs), including emails, texts (SMS), or any other similar forms of electronic communication, to any Person in connection with the Platform, this Agreement, any Job, or any Customer Contract, you will do so in accordance with CASL, and you agree to perform your obligations pursuant to this Agreement and any Customer Contract and do all such things as we may deem necessary or desirable to ensure that at all times we comply with CASL.
- 9.4. **Personal Information.** You acknowledge and agree that:
- (1) all Personal Information is owned by the applicable individual, may be protected by Applicable Law, and may not be Handled in any way by you without the applicable individual's consent; and
 - (2) Customer Data of a Customer may consist of Personal Information and all such Personal Information is the Personal Information of that Customer, is governed and protected by Privacy Law, and may not be Handled without that Customer's consent.
- 9.5. **Restricted Access.** You will restrict access to Customer Data to those of your Representatives who have a legitimate need to know such Customer Data.

- 9.6. **Disclosure.** If you are required to disclose Personal Information in connection with any judicial proceeding or government investigation, then you will, to the extent permitted by Applicable Law, promptly notify us and allow a reasonable time before such disclosure is required for us to seek a protective order from the appropriate governmental or regulatory authority. Any such disclosure of Personal Information will be limited to the extent required by Applicable Law and will be subject to any applicable protective order.
- 9.7. **Access and Correction Requests.** At our request and in accordance with the request from the applicable individual, you will, subject to Privacy Law, update, correct, or delete Personal Information or modify an individual's choices with respect to the permitted use of such Personal Information. During the Term and while you are in possession or control of any Customer Data containing Personal Information, if you receive a request for access to Personal Information, you will promptly notify us of such request and respond to any such request only by advising that the matter has been referred to HomeStars in accordance with our written instructions.
- 9.8. **Complaints and Investigations.** You will provide reasonable assistance to us in investigating, mitigating, responding to, or addressing any concerns or complaints relating to the Handling of Customer Data, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including the Canadian Privacy Commissioner and any other governmental authority, and promptly notify us in writing and by telephone of any subpoena, warrant, order, demand, requirement, or request (including any national security letter) made by any governmental authority for the disclosure of Customer Data, and if not legally prohibited from doing so, and, at our expense, to the maximum extent permitted by Applicable Law, oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request. You will promptly notify us in writing and by telephone if you receive notice from any governmental authority alleging that either Party has failed to comply with Privacy Law or if you otherwise become aware that either Party may have failed to comply with Privacy Law in connection with this Agreement.
- 9.9. **Customer Data Extracts.** We may, at any time and from time to time, request you to provide an extraction of Customer Data then in your possession or control. Within two Business Days of receipt of any such request, you will provide us with a current, complete, and accurate extraction of any and all Customer Data then in your possession or control in such format as may be reasonably requested by us.
- 9.10. **Notice of Privacy Breach.** You will notify us promptly upon becoming aware of any actual or potential breach of Privacy Law or our [Privacy Policy](#) or any incident involving Customer Data.

10. – REPRESENTATIONS AND WARRANTIES

- 10.1. **Representations and Warranties.** By registering for Your Trade Account, creating Your Trade Profile, 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) Your Business is duly organized, validly existing, and in good standing under the laws of its jurisdiction of formation in Canada, and has all requisite power and authority to own and operate its business and properties and to carry on its business as such business is now being conducted, and is duly qualified to do business in all jurisdictions in which

qualification is necessary in order to transact its business and perform its obligations pursuant to this Agreement and all Customer Contracts;

- (3) you are not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada);
- (4) 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;
- (5) Your Business or the Person who owns or operates your Business, as applicable, has the full right, power, and authority to enter into this Agreement and to perform its obligations pursuant to it, and the execution, delivery, and the performance of this Agreement by it has been duly authorized by all necessary action;
- (6) 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;
- (7) 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;
- (8) 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;
- (9) 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 Customer Contract or restricts you in any way from undertaking any Jobs or entering into this Agreement or any Customer Contracts or performing any of your obligations pursuant thereto;
- (10) prior to accessing or using the Platform, each of Your Authorized Users has been duly authorized to be Your Authorized User;
- (11) you will at all times comply with all of the terms and conditions of this Agreement and each Customer Contract, and you will honour all of your commitments to Customers in connection with Your Jobs, including by promptly responding to Shortlisting and performing Your Services and Your Jobs as agreed with the Customer in a timely manner;
- (12) you will use the Platform and the Content for your own business purposes only and not for any personal, household, or consumer purposes;

- (13) any and all of the information (including Personal Information) you provide HomeStars, including the information you provide us when registering for Your Trade Account, creating Your Trade Profile, and providing your Payment Method 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;
- (14) 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;
- (15) 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;
- (16) 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;
- (17) you have not and will not infringe the rights (including the intellectual property rights or privacy rights), of any Person in connection with the performance of Your Services or any of Your Jobs or any Customer Contract;
- (18) you will give the required notices and comply with the laws, ordinances, rules, regulations, codes, and orders of the relevant authorities having jurisdiction which are or become in force during the performance of your obligations pursuant to this Agreement or any Customer Contract and which relate to any of Your Services or Your Jobs;
- (19) you have, and any Person performing Your Services has, obtained and will maintain or will obtain, as required by Applicable Law, any and all required consents, licences, permits, permissions, waivers, registrations, indentures, certifications, and approvals for the operation of Your Business, the provision of your Services, or the performance of Your Jobs or all Customer Contracts, and you will comply with the restrictions and limitations established by all such consents, licences, permits, permissions, waivers, registrations, indentures, and approvals;
- (20) all Persons performing Your Services are bondable, covered by the Insurance, and will have and maintain the unrestricted right to work in Canada and all skills, qualifications, capabilities, expertise, certificates, and licences necessary and desirable to perform Your Services in accordance with this Agreement, the applicable Customer Contract, generally acceptable industry standards in Canada, and Applicable Law;
- (21) any and all information provided and statements, representations, and warranties made by you to Customers in connection with Your Services will be accurate, current, and complete in all material respects and will not be in any way false or misleading;
- (22) Your Services will be performed in a professional and skillful manner with a high degree of quality and responsiveness at all times consistent with generally accepted industry

standards in Canada and otherwise in accordance with the terms of this Agreement and the applicable Customer Contract;

- (23) you and Your Services will at all times throughout the Term remain in material compliance with Applicable Law;
 - (24) you will refrain from engaging in any unfair or deceptive trade practices, unethical business practices, or any other practices that could reasonably be expected to reflect unfavourably on the Platform or HomeStars;
 - (25) you have procured and will at all times during the Term maintain the Insurance; and
 - (26) all of your representations and warranties set out in this Agreement will continue to be true and correct throughout the Term.
- 10.2. HomeStars reserves the right to, and you hereby provide your unconditional and irrevocable authorization and consent to for HomeStars to conduct all such enquiries and investigations as may be necessary or desirable to verify and confirm the representations and warranties made by you in this Agreement.

11. – DISCLAIMERS

- 11.1. **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, OR THE 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.
- 11.2. **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 CUSTOMERS AND YOUR JOBS IS ENTIRELY VOLUNTARY AND AT YOUR OWN RISK AND LIABILITY.
- 11.3. **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 CUSTOMERS, CUSTOMER INTERACTIONS, JOBS, SHORTLISTINGS, LEADS, YOUR JOBS, CUSTOMER CONTRACTS, VISITS OF CUSTOMERS TO THE PLATFORM (INCLUDING THE QUANTITY, VOLUME, FREQUENCY, QUALITY, PROFITABILITY, SECURITY, OR VIABILITY THEREOF OR ANY PARTICULAR RESULTS THEREFROM) OR THE AMOUNT OF REVENUE YOU WILL BE ABLE TO GENERATE BY WAY OF THE PLATFORM, 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.

- 11.4. **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.
- 11.5. **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).
- 11.6. **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).
- 11.7. **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 CUSTOMER; (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.
- 11.8. **INFORMATION DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT THE CONTENT, CUSTOMER 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 CUSTOMER 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, CUSTOMER 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.

- 11.9. **YOUR JOBS DISCLAIMER.** YOU ACKNOWLEDGE AND AGREE THAT YOUR SERVICES AND YOUR CONTENT ARE CREATED, UPLOADED TO THE PLATFORM, POSTED, AND MANAGED EXCLUSIVELY BY YOU AND NOT BY HOMESTARS OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE REPRESENTATIVES. YOU ACKNOWLEDGE AND AGREE THAT 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 SERVICES, YOUR JOBS, YOUR CUSTOMER CONTRACTS, AND YOUR CONTENT (OR ANY PORTION THEREOF), AND YOU ARE SOLE RESPONSIBLE AND LIABLE FOR ANY AND ALL INTERACTIONS YOU MAY HAVE WITH ANY CUSTOMERS AND FOR ENFORCING YOUR RIGHTS AND REMEDIES PURSUANT TO ANY CUSTOMER 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 TRADE PROFILE, TRADE NAME, OR OTHER INFORMATION REGARDING YOU ON THE PLATFORM, AND WHEN YOU RESPOND TO A JOB ON THE PLATFORM, YOUR ACTUAL PERFORMANCE OF THAT JOB IS NOT WARRANTED OR GUARANTEED AND IS SUBJECT TO THE APPLICABLE CUSTOMER'S SOLE DISCRETION, IN RESPECT OF WHICH HOMESTARS HAS NO INFLUENCE AND CANNOT AND WILL NOT INTERVENE IN ANY MANNER WHATSOEVER.
- 11.10. **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, CUSTOMERS, JOBS, LEADS, 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 CUSTOMER.
- 11.11. **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.
- 11.12. **THIRD-PARTY PAYMENT PROCESSORS DISCLAIMER.** 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 ANY ERRORS OR OMISSIONS WITH RESPECT TO PAYMENTS PROCESSED BY THIRD-PARTY PAYMENT PROCESSORS OR ANY FEES OR CHARGES (INCLUDING TAXES, TRANSACTION FEES, ADMINISTRATIVE FEES, AND CURRENCY CONVERSION FEES) IMPOSED BY THIRD-PARTY PAYMENT PROCESSORS OR YOUR THIRD-PARTY PAYMENT SERVICE PROVIDER OR FINANCIAL INSTITUTION, INCLUDING BASED ON YOUR PAYMENT METHOD OR THE CURRENCY OR PAYMENT CHOICES YOU SELECT TO MAKE PAYMENTS OR RECEIVE REFUNDS.

- 11.13. **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.
- 11.14. **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.
- 11.15. **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.

12. – INDEMNITIES

- 12.1. **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 Customer, including in connection with Your Business, Your Services, Your Trade Account, Your Trade Profile, your Payment Method, Your Jobs, or your Customer Contracts, and including any ratings or reviews posted by you or on your behalf on the Platform;

- (3) any use of Your Trade Account credentials, including identification codes or passwords, regardless of whether such use is authorized by you;
- (4) Your Services, Your Jobs, Your Business, your Customer Contracts, your dealings and interactions with Customers, or your behaviour;
- (5) any dispute between you and any Customer 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 Customer 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.

12.2. **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.

13. – LIMITATION OF LIABILITY

13.1. **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.

13.2. **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 THE LESSER OF THE AMOUNT OF FEES ACTUALLY RECEIVED BY HOMESTARS FROM YOU PURSUANT TO THIS AGREEMENT IN THE THREE MONTHS PRECEDING THE EVENT FROM WHICH THE CLAIM AROSE OR ONE HUNDRED DOLLARS (\$100.00).

- 13.3. **ACKNOWLEDGEMENT.** YOU ACKNOWLEDGE AND AGREE THAT THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS ARTICLE 13 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 13 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.

14. – COMPLAINTS AND CLAIMS

- 14.1. **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 17.2 (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.
- 14.2. **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 Customers) or for any Claims or disputes between Users (including between you and any Customer). If you have reason to believe that another User (including any Customer) 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 CUSTOMER), 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 CUSTOMER), OR ANY CLAIMS OR DISPUTES BY OR BETWEEN YOU AND ANY OTHER USER (INCLUDING ANY CUSTOMER), INCLUDING TO PROVIDE DISPUTE ASSISTANCE.

- 14.3. **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.
- 14.4. **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 Customer) relating to this Agreement, the Platform, Your Jobs, Your Services, 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.

15. – EVENTS OF DEFAULT AND REMEDIES

- 15.1. **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 fail to pay any sum owing by you pursuant to this Agreement or any other contract, agreement, document, or instrument between you and HomeStars (including the Subscription Agreement), including any Fees, Charges, or Taxes, by the due date thereof;
 - (2) 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 Customer Contract;
 - (3) you commit any act of fraud, negligence, or criminal, willful, or intentional misconduct;
 - (4) 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;
 - (5) you improperly access or engage in any prohibited use of the Platform, the Content, the Services, the Software, any Customer Data, any Confidential Information, any other HomeStars Property, or any Jobs;
 - (6) you provide any invalid, inaccurate, incomplete, misleading, fraudulent, or outdated information to HomeStars or any Customer, including during the registration of Your Trade Account or Payment Method or any Shortlistings;
 - (7) 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 Customer;

- (8) you fail to meet any applicable quality or eligibility criteria, including the Quality Standards Policy, set by HomeStars or any other Person in connection with the Platform or you receive consistent legitimate negative ratings and reviews from Customers;
 - (9) 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;
 - (10) 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
 - (11) 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.
- 15.2. **Notification upon Default.** You will notify HomeStars in writing immediately upon becoming aware of any Event of Default.
- 15.3. **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 Credits, any special status associated with Your Trade Account or Your Trade Profile, or the provision of any Services to you (in whole or in part);
 - (3) cancel, suspend, limit, or temporarily or permanently revoke Your Trade Account or your access to or use of the Platform or any current, pending, or confirmed Jobs, Shortlistings, Leads, or Your Jobs (in whole or in part);
 - (4) terminate this Agreement;
 - (5) in the case of an Event of Default under Section 15.1(1) for failure to pay any Fees payable pursuant to the Subscription Agreement, terminate the Subscription Agreement and this Agreement and charge you an early termination fee equal to the Fees that would have been payable by you throughout the remainder of the then-current term of the Subscription Agreement, and you acknowledge and agree that this amount is a true and fair estimation of a portion of HomeStars' liquidated damages as a result of such Event of Default and is not and will not be construed as a penalty; and/or
 - (6) bring an action against you for damages.
- 15.4. **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 right or 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.
- 15.5. **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.
- 15.6. **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.

16. – TERM AND TERMINATION

- 16.1. **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**”).
- 16.2. **Termination by You.** If you have not entered into a Subscription Agreement or if your Subscription Agreement has expired or is terminated in accordance with its terms, 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.
- 16.3. **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 Trade Account, Your Trade Profile, 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.

- 16.4. **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.
- 16.5. **Cross-Termination.** For greater certainty, if this Agreement is terminated by HomeStars in accordance with this Agreement, the Subscription Agreement will automatically terminate as of the effective date of such termination and be of no further force or effect.
- 16.6. **Effect of Termination by Either Party.** If this Agreement is terminated by you pursuant to Section 16.2 (Termination by You) or by HomeStars pursuant to 16.3 (Termination by HomeStars without Cause):
- (1) you will have 30 days from the date on which notice of such termination is provided (the “**Termination Notice Period**”) to download, backup, and secure Your Jobs and Your Data on the Platform, and you acknowledge and agree that you are solely responsible and liable for storing, securing, and backing up all of Your Jobs and Your Data;
 - (2) after the Termination Notice Period, the Licence will automatically terminate and be of no further force or effect and HomeStars reserves the right to immediately terminate, cancel, suspend, block, or restrict your access to the Platform (in whole or in part);
 - (3) after the Termination Notice Period, you will: (a) 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 (b) promptly return to HomeStars or permanently destroy any and all Confidential Information in your possession or control;
 - (4) you may not be able to register a new Your Trade Account or access or use the Platform and you will not be entitled to a restoration of Your Trade Account, Your Trade Profile, Jobs, Shortlistings, Leads, Your Jobs, or Your Content;
 - (5) you will remain obligated to pay any and all Fees, Charges, Taxes, and other amounts owing or payable to HomeStars or otherwise in connection with the Platform or this Agreement; and
 - (6) subject to the terms and conditions of this Agreement, you may be eligible or entitled to a refund of Fees for Services not received by you.
- 16.7. **Effect of Termination by HomeStars for Cause.** If this Agreement is terminated by HomeStars pursuant to Section 16.4 (Termination by HomeStars for Cause):

- (1) the Licence will automatically terminate and be of no further force or 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: (a) 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 (b) promptly return to HomeStars or permanently destroy any and all Confidential Information in your possession or control;
 - (4) you may not be able to register a new Your Trade Account or access or use the Platform and you will not be entitled to a restoration of Your Trade Account, Your Trade Profile, Jobs, Shortlistings, Leads, Your Jobs, or Your Content;
 - (5) you will remain obligated to pay any and all Fees, Charges, Taxes, and other amounts owing or payable to HomeStars or otherwise in connection with the Platform; and
 - (6) you will not be entitled to a refund of any Fees or the return of Your Data.
- 16.8. **Survival.** Notwithstanding the termination of this Agreement for any reason whatsoever, this Section 16.8 and ARTICLE 1 (Interpretation), ARTICLE 3 (Your Trade Account), ARTICLE 4 (Access and Use of the Platform), ARTICLE 5 (Jobs and Customer Interactions), ARTICLE 6 (Payment Terms), ARTICLE 7 (Ownership), ARTICLE 8 (Confidential Information), ARTICLE 9 (Compliance) in accordance with its terms, ARTICLE 10 (Representations and Warranties), ARTICLE 11 (Disclaimers), ARTICLE 12 (Indemnities), ARTICLE 13 (Limitation of Liability), ARTICLE 14 (Complaints and Claims), ARTICLE 15 (Events of Default and Remedies), ARTICLE 16 (Term and Termination), and ARTICLE 17 (General) will survive any such termination.

17. – GENERAL

- 17.1. **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.
- 17.2. **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 Trade 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.

- 17.3. **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.
- 17.4. **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.
- 17.5. **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.
- 17.6. **Enurement.** This Agreement will enure to the benefit of and be binding upon each of the Parties and their respective successors and permitted assigns.
- 17.7. **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.
- 17.8. **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.
- 17.9. **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.
- 17.10. **ARBITRATION.** BY ENTERING INTO THIS AGREEMENT YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE YOUR RIGHT TO BRING ANY CLAIM IN A COURT AND ACKNOWLEDGE AND AGREE THAT ANY AND ALL CLAIMS AND DISPUTES, INCLUDING STATUTORY AND CONSUMER PROTECTION CLAIMS AND DISPUTES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR IN

RESPECT OF ANY LEGAL RELATIONSHIP ASSOCIATED OR DERIVED FROM THIS AGREEMENT WILL BE EXCLUSIVELY AND FINALLY RESOLVED BY BINDING AND CONFIDENTIAL ARBITRATION UNDER THE ARBITRATION RULES OF THE ADR INSTITUTE OF CANADA INC. (THE “**ADRIC RULES**”). THIS SECTION 17.10 WILL CONSTITUTE A SUBMISSION FOR THE PURPOSES OF THE *ARBITRATION ACT, 1991* (ONTARIO). THE SEAT OF ARBITRATION WILL BE IN TORONTO, ONTARIO AND THE LANGUAGE OF THE ARBITRATION WILL BE ENGLISH. IN THE EVENT OF A DISPUTE REQUIRING ARBITRATION, THE PARTIES WILL APPOINT ONE INDIVIDUAL AGREED UPON BY BOTH PARTIES TO SERVE AS SOLE ARBITRATOR TO ARBITRATE THE DISPUTE, AND IF THE PARTIES ARE UNABLE TO AGREE ON THE ARBITRATOR WITHIN 30 DAYS AFTER DEMAND FOR ARBITRATION IS MADE BY EITHER PARTY, THE ARBITRATOR WILL BE SELECTED IN ACCORDANCE WITH THE ADRIC RULES. THE ARBITRATOR WILL HAVE NO POWER TO AMEND OR RESCIND THIS AGREEMENT (IN WHOLE OR IN PART). ANY AWARD RENDERED PURSUANT TO SUCH ARBITRATION WILL BE FINAL AND BINDING ON THE PARTIES AND THERE WILL BE NO RIGHT OF APPEAL OF THAT DETERMINATION ON ANY GROUND. JUDGMENT UPON THE AWARD RENDERED IN ANY SUCH ARBITRATION MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION, OR APPLICATION MAY BE MADE TO SUCH COURT FOR A JUDICIAL ACCEPTANCE OF THE AWARD AND ENFORCEMENT IN ACCORDANCE WITH THE ADRIC RULES AND AS THE LAW OF SUCH JURISDICTION MAY REQUIRE OR ALLOW. THE ARBITRATION AND THE DECISION AND AWARD OF THE ARBITRATOR WILL BE CONFIDENTIAL, EXCEPT TO THE EXTENT IT IS NECESSARY TO ENFORCE SUCH DECISION IN ANY COURT. UNDER THE ADRIC RULES, THERE ARE FEES ASSOCIATED WITH FILING FOR ARBITRATION IN RESPECT OF A DISPUTE AS SET OUT IN THE ADRIC RULES, AND UNLESS AND ONLY TO THE EXTENT THAT THE ARBITRATOR AWARDS OTHERWISE, EACH PARTY WILL PAY ITS OWN LEGAL FEES AND ONE-HALF OF ALL OTHER ARBITRATION EXPENSES AND COSTS, INCLUDING THE ADRIC FEES. NOTWITHSTANDING THE FOREGOING, THIS SECTION 17.10 WILL NOT LIMIT HOMESTARS’ RIGHT TO SEEK INJUNCTIVE OR OTHER EQUITABLE RELIEF FROM A COURT OF COMPETENT JURISDICTION PURSUANT TO SECTION 15.4 (INJUNCTIVE AND EQUITABLE RELIEF).

- 17.11. **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.
- 17.12. **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.
- 17.13. **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.
- 17.14. **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.

- 17.15. **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.*
- 17.16. **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.
- 17.17. **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