

HELPLISTER.COM ACKNOWLEDGEMENT OF TERMS AND CONDITIONS

This website and the services of Helplister.com (“Helplister” or “Helplister Services”) are offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this Agreement (the “Terms and Conditions”). Your use of this website constitutes your agreement to all such terms, conditions, and notices in effect at such time. These Terms and Conditions apply to any Services or platforms such as websites which are owned and operated by Helplister, whereupon which a link to these Terms & Conditions appear. If you have any questions regarding these Terms & Conditions, you may contact us at **5087 Edgewater Dr., # 608252, Orlando, FL 32860**. Helplister may amend these Terms & Conditions at any time.

1. **DEFINITIONS**. As used throughout this Agreement, the following terms shall have the following meanings:
 - a. “Service Professional” shall mean a contractor or service provider, including its employees, subcontractors and independent contractors, for whom the Service Professional who lists its services on Helplister.com.
 - b. “Helplister” shall mean the company, Helplister LCC, its employees, members , principals, independent contractors, agents and attorneys.
 - c. “Services” shall mean any service of any type whatsoever provided by, or listed on, on Helplister.com’s website.
 - d. “Terms and Conditions” shall mean the provisions set forth in this Acknowledgement.
 - e. “Subs” shall mean subcontractors, sub subcontractors, or material men of any level which are hired by Service Professional.

2. **YOUR USE OF THE SERVICES AND PROHIBITED USES**. You acknowledge and agree that your use of Helplister Services is for your personal use and not for commercial or third-party scheduling purposes. You may not use Helplister Services to recreate or compete with Helplister, to solicit, harass, disparage, or damage our Service Professionals, or for any other purpose not contemplated herein. You acknowledge that a violation of the foregoing could result in significant damages, and you agree that you are liable to Helplister and the Service Professionals for any such damages. Additionally, you agree to indemnify Helplister in the event of any claims against Helplister based on or arising from your violation of the foregoing. We can revoke your access to any Helplister Services at any time, for any reason, or for no reason. If it is determined or suspected that you are misusing or attempting to misuse or circumvent Helplister and the Helplister Services, or that you are using or attempting to use them for any inappropriate or non-personal purposes, Helplister reserves the right to immediately initiate legal actions or proceedings to seek all available remedies and damages, in law and/or equity.

3. **PAYMENTS**. Helplister will not pay for goods or services provided by Service Professionals for you. Helplister will not reimburse or compensate you for damages which are a result of any actions, whether accidental, intentional or negligent, by yourself or a Service Professional. Helplister will collect a Booking Fee in the amount of 10% with a \$20 minimum for each referral to a Service Professional, regardless of whether or not you

decide to retain and utilize Service Professional's services. The payment of the Booking Fee is final, and you will not be entitled to a refund, except as may expressly be required by Federal, state, or local law.

4. INFORMATION YOU PROVIDE TO US AND CONSENT TO CONTACT AND USE.

While using Helplister, you will be required to disclose and transmit information about yourself and your service requirements to Helplister and the Service Professionals. Some of the information that you provide to Helplister will be sent to Service Professionals. Those Service Professionals need and will use that transmitted information to respond to and arrange for the Services that you request. By providing this information to us and by submitting a service request through Helplister you expressly consent to being contacted by us and by the Service Professionals via any reasonable means as deemed exclusively by Helplister and the Service Professional. You agree to and request these communications even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, for any purposes reasonably related to your service request and Helplister's business, including marketing. You understand and consent to the use by Helplister and/or Service Professionals of automated phone technology to provide you communications concerning your account or Services.

5. RELATIONSHIP BY USE.

You agree that by completing a service request, you are entering into a business relationship with the Service Professional and not with Helplister directly. You understand and agree that Helplister is merely facilitating communication between you and Service Professional and that, despite that mere facilitation, you agree to be contacted by Helplister and/or Service Professional. You promise that all information you provide will be accurate, current and truthful to the best of your knowledge. If a contact number you have provided to Helplister or Service Professional is no longer a valid number, you agree to notify all parties promptly that you can no longer be reached at that number. You may opt-out of receiving promotional or marketing texts or calls from Helplister at any time. You may opt-out of receiving all text (SMS) messages from Helplister by replying with the word "STOP" to a text message from us. During communications, Helplister will receive and store call data, including the date and time of the call or text message, the parties' phone numbers, and the content of the text messages.

6. USER CREATED CONTENT.

a. You understand and agree that all of the content and information posted or transmitted by you to Helplister, including but not limited to: 1) photographs or images; 2) comments, questions and/or answers; 3) plans and specifications; 4) contact information; and 5) any other content (the "Content") is the sole and exclusive property of Helplister. You understand and agree that you will have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request.

b. You understand and agree that any Content you post or provide may be viewed by the general public and will not be treated as private. You expressly authorize Helplister, without compensation to yourself, without notice to yourself, to copy,

adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use such Content throughout the world in any format or media for the duration of any copyright or other rights in such Content. You expressly waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you. Further, you expressly grant Helplister a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertising near and adjacent to your Content in any format or media which Helplister deem appropriate, necessary, or desirable.

- c. By providing any Content to Helplister, you represent and warrant that you own or have all necessary rights to use the Content, and grant to Helplister the rights granted above. The forgoing representation includes, but is not limited to, a representation and warranty that you own or have the necessary rights to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. If you transmit or otherwise provide any Content that is protected by copyright, you represent that you have obtained all necessary permissions or releases from the applicable copyright owner.
7. SERVICE PROFESSIONAL LICENSE SCREENING AND DISCLAIMERS. Unless otherwise noted on the Profile Page of the Service Professional, Helplister does not verify or monitor licensing whatsoever. The Service Professional may provide Helplister with a copy of their license and/or license number and Helplister will publish it on the Service Professional's Profile Page. Certain states may require state-level licensing for projects above specified dollar amounts. Helplister recommends you confirm these licensing requirements with the Service Professional and the applicable state and local licensing authorities prior to allowing a service provider to perform work for you, or at or on your home. In some states, licensing may be required by the county or municipal authority in which the Services are being performed. Helplister again recommends you confirm the Service Professional's licensing requirements before proceeding with the Services. To the extent that you have a larger project which will require multiple subcontractors, sub subcontractors, or material men of any level (the "Subs"), Helplister recommends you verify that all the sub-contractors doing work on your project carry the appropriate licensing and insurance. Regardless, you should always ask the Service Professional to provide you with a copy of their license(s) and certificate(s) of insurance.

A SERVICE PROFESSIONAL'S INFORMATION MAY CHANGE, EXPIRE OR BE REVOKED AT ANY TIME. AS SUCH, HELPLISTER CANNOT AND DOES NOT WARRANT OR REPRESENT THAT THE SERVICE PROFESSIONAL'S INFORMATION IS UP TO DATE, AND YOU AGREE THAT YOU HAVE NOT RELIED ON HELPLISTER SCREENING. HELPLISTER IS UNDER NO OBLIGATION TO UPDATE A SERVICE PROFESSIONAL'S LICENSURE AND INSURANCE INFORMATION. PRIOR TO WORKING WITH A SERVICE PROFESSIONAL, YOU HAVE A DUTY TO VERIFY THAT INFORMATION

PRESENTED BY THE SERVICE PROFESSIONAL IS STILL ACCURATE, CURRENT AND ACCEPTABLE TO YOU.

HELPLISTER DOES NOT SCREEN SERVICE PROFESSIONALS FOR GENERAL LIABILITY INSURANCE OR WORKERS COMPENSATION INSURANCE. IT IS YOUR DUTY TO ENSURE THAT YOU RECEIVE CERTIFICATES OF GENERAL LIABILITY INSURANCE, AS WELL AS WORKERS COMPENSATION INSURANCE, AND THAT YOU CALL THE INSURER WHO ISSUED THOSE CERTIFICATES TO CONFIRM COVERAGE.

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

8. **INDEMNIFICATION. YOU AGREE TO INDEMNIFY HELPLISTER AND ITS OFFICERS, EMPLOYEES, AGENTS, AND ANY PARTNERS AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING ATTORNEY'S FEES, MADE BY OR ON BEHALF OF ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE HELPLISTER WEBSITE, THE SERVICES IN CONNECTION WITH THE SERVICES PROFESSIONAL, WITH REGARD TO ANY DISPUTE BETWEEN YOU AND A SERVICE PROFESSIONAL, OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.**
9. **CANCELLATION POLICY. Helplister does not cancel, or provide assistance with cancelling, any services between you and a Service Professional.**
10. **LINKS TO THIRD PARTIES. Links on the Helplister website will direct you away from the Helplister's website. Any linked sites are not under the control of Helplister and Helplister is not responsible for the contents or functionality of any linked site, or any link contained in a linked site, or any changes or updates to such sites.**