

Terms of Service

By using our website, mobile site or app (the "Site"), you agree to be bound by these Terms of Service and to use the Site in accordance with these Terms of Service, our [Privacy Policy](#), and any additional terms and conditions that are referenced herein or that otherwise may apply to specific sections of the Site, or to products and services that we make available to you through the Site (all of which are deemed part of these Terms of Service). Accessing the Site, in any manner, whether automated or otherwise, constitutes use of the Site and your agreement to be bound by these Terms of Service. Your accessing the Site for the limited and exclusive purpose of reviewing these Terms of Service does not constitute your "use" of the Site or agreement to be bound by these Terms of Service unless you further access or use the Site.

We reserve the right to change these Terms of Service or to impose new conditions on use of the Site, from time to time, in which case we will post the revised Terms of Service on this website and update the "Last Updated" date to reflect the date of the changes. If we make a material change to the Terms of Service, we will not enforce the material change retroactively (i.e., to use of the Site occurring before the change) unless we notify you by posting a prominent notice of the change on the home or landing page of the Site or otherwise notify you of the changes so you may elect whether to accept the changes by continuing to use the Site, or terminate your account. By continuing to use the Site after we post any such changes or notify you of any material changes, you accept the Terms of Service, as modified.

We also reserve the right to deny access to the Site or any features of the Site to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others.

Introduction to Hause Services

Upon registration, you may choose your own password or Hause Services will assign you a password to access the Services through the Hause Services website or apps.

Responsibility for Your Username and Password: To use certain features of our Site, you will need a username and password to create an account. We reserve the right to reject or terminate the use of any username that we deem offensive or inappropriate. In addition, we also reserve the right to terminate the use of any username or account, or to deny access to the Site or any features of the Site, to anyone who violates these Terms of Service or who, in our sole judgment, interferes with the ability of others to enjoy our website or infringes the rights of others. You are responsible for maintaining the confidentiality of the password and account, and are responsible for all activities (whether by you or by others) that occur under your password or account. You agree to notify us immediately of any unauthorized use of your password or account or any other breach of security, and to ensure that you exit from your account at the end of each session. We cannot and will not be liable for any loss or damage arising from your failure to protect your password or account information.

Rights and Restrictions Relating to Site Content: The Hause Services Website and APP are the property of us and/or our affiliates or licensors, and are protected by copyright, trademark, and other intellectual property laws. The Site and the APP are provided solely for your personal noncommercial use. You may not use the Site and (or) the materials available on the Site in a manner that constitutes an infringement of our rights or that has not been authorized by us. More specifically, unless explicitly authorized in these Terms of Service or by

the owner of the materials, you may not modify, copy, reproduce, republish, upload, post, transmit, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Site. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices. For information about requesting permission to reproduce or distribute materials from the Site, please contact us.

Our Right to Use Materials You Submit or Post. When you submit or post any material via the Site, you grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such material, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose that we choose. The foregoing grant includes the right to exploit any proprietary rights in such posting or submission, including, but not limited to, rights under copyright, trademark or patent laws that exist in any relevant jurisdiction. Also, in connection with the exercise of these rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your postings or submissions by name, email address or screen name, as we deem appropriate. You understand that the technical processing and transmission of the Site, including content submitted by you, may involve transmissions over various networks, and may involve changes to the content to conform and adapt it to technical requirements of connecting networks or devices. You will not receive any compensation of any kind for the use of any materials submitted by you.

Limitations on Linking and Framing. You are free to establish a hypertext link to our Site so long as the link does not state or imply any sponsorship of your website or service by us or by our Site. However, you may not, without our prior written permission, frame or inline link any of the content of our Site, or incorporate into another website or other service any of our material, content or intellectual property.

Access to Certain Features of Our Site or APP: To access certain features of our Site, we may ask you to provide certain demographic information including your gender, year of birth, zip code and country. In addition, if you elect to sign-up for a particular feature of the Site, such as discussion forums, blogs, photo- and video-sharing pages or social networking features, you may also be asked to register with us on the form provided and such registration may require you to provide information such as your name and email address. You agree to provide true, accurate, current and complete information about yourself as prompted by the Site's registration form. If we have reasonable grounds to suspect that such information is untrue, inaccurate, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof). Our use of any information you provide to us as part of the registration process is governed by the terms of our [Privacy Policy](#).

Privacy: We respect the privacy of the users of our Site. Please review our [Privacy Policy](#). These Terms include and fully incorporate our [Privacy Policy](#).

Online Commerce: Certain sections of Hause Services Site or APP may allow you to purchase different types of products and services online that are provided by third parties. We are not responsible for the quality, accuracy, timeliness, reliability or any other aspect of these products and services. If you make a purchase from a contractor or a merchant referred to you by our Site, or on a third-party website that you have accessed via a link on our Site, the

information obtained during your visit to that merchant's online store or site, and the information that you give as part of the transaction, such as your credit card number and contact information, may be collected by both the merchant and us. A merchant may have privacy and data collection practices that are different from ours. We have no responsibility or liability for these independent policies. In addition, when you purchase products or services on or through the Site, you may be subject to additional terms and conditions that specifically apply to your purchase or use of such products or services. For more information regarding a contractor or a merchant, its online store, its privacy policies, and/or any additional terms and conditions that may apply, visit that contractor or that merchant's website and click on its information links or contact the merchant directly. You release us and our affiliates from any damages that you incur, including the damages to your property or others, and agree not to assert any claims against us or any of our affiliates, arising from your purchase or use of any products or services made available by third parties through the Site.

You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Site. You agree to use the Hause Services Site or APP, and to purchase services or products through the Site, for legitimate, commercial or non-commercial purposes only. You also agree not to make any purchases for speculative, false or fraudulent purposes or for the purpose of anticipating demand for a particular product or service. You agree to only purchase goods or services for yourself or for another person for whom you are legally permitted to do so. When making a purchase for a third party that requires you to submit the third party's personal information to us or a merchant, you represent that you have obtained the express consent of such third party to provide such third party's personal information.

Responsibility for User-Provided Content: The Hause Services Site may include a variety of features, such as discussion forums, blogs, photo- and video-sharing pages, email services and social networking features that allow feedback to us and allow users to interact with each other on the Site and post content and materials for display on the Site. This Site also may include other features, such as personalized home pages and email services that allow users to communicate with third parties. By accessing and using any such features, you represent and agree: (i) that you have read and agree to abide by our rules; (ii) that you are the owner of any material you post or submit, or are making your posting or submission with the express consent of the owner of the material; (iii) that you are making your posting or submission with the express consent of anyone pictured in any material you post or submit, (iv) that you are 13 years of age or older; (v) that the materials will not violate the rights of, or cause injury to, any person or entity; and (vi) that you will indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, from and against any liability of any nature arising out of related to any content or materials displayed on or submitted via the Site by you or by others using your username and password. You also grant us a license to use the materials you post or submit via such features, as described above under the header "Rights and Restrictions Relating to Site Content."

Responsibility for what is posted on discussion forums, blogs, photo- and video-sharing pages, and other areas on the Site through which users can supply information or material, or sent via any email services that are made available via the Site, lies with each user – you alone are responsible for the material you post or send. We are not responsible for the speech, content, messages, information or files that you or others may transmit, post or otherwise provide on or through the Site.

You understand that we have no obligation to monitor any discussion forums, blogs, photo- or video-sharing pages, or other areas of the Site through which users can supply information or material. However, we reserve the right at all times, in our sole discretion, to screen content submitted by users and to edit, move, delete, and/or refuse to accept any content that in our judgment violates these Terms of Service or is otherwise unacceptable or inappropriate, whether for legal or any other reasons.

You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any content or materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of our Site, us, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

Modifications to, or Discontinuation of, the Site: We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, or any portion thereof, with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or any portion thereof.

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You must provide and are solely responsible for all hardware and/or software necessary to access the Site. You assume the entire cost of and responsibility for any damage to, and all necessary maintenance, repair or correction of, that hardware and/or software.

You acknowledge that by using the Site, you may incur charges from your wireless carrier, internet service provider or other method of internet or data access, and that payment of any such charges will be your sole responsibility. You agree that your use of the Site will be in accordance with all requirements of your wireless carrier, internet service provider and other method of internet or data access. We do not control network access. Your use of these networks may not be secure and may expose your personal information sent over such networks.

Your interactions with companies, organizations and/or individuals found on or through our Site, including any purchases, transactions, or other dealings, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such companies, organizations and/or individuals. You agree that we will not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings. You also agree that, if there is a dispute between users of this Site, or between a user and any third party, we are under no obligation to become involved, and you agree to release us and our affiliates from any claims, demands and damages of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such dispute and/or our Site.

Limitation of Liability: UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WILL WE OR OUR SUBSIDIARIES, PARENT COMPANIES OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE, INCLUDING ITS MATERIALS, PRODUCTS, OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS, OR SERVICES MADE AVAILABLE THROUGH THIS SITE, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, OUR LIABILITY AND THE LIABILITY OF OUR SUBSIDIARIES, PARENT COMPANIES AND AFFILIATES, IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.) YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT WE ARE NOT LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER. IF YOU ARE DISSATISFIED WITH THE SITE, OR ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS AND CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

GENERAL PROVISIONS: You acknowledge and agree that the Hause Services Services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and Hause Services's sole obligation to you or any third party for any claim arising out of your use of the Hause Services Services or the Hause Services or apps, is that you are free to discontinue your use of the Hause Services Services or the Hause Services or apps at any time. EXCEPT AS EXPRESSLY SET FORTH HEREIN, HAUSE SERVICES EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT Hause Services SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL

(INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF Hause Services HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

The Terms and Conditions will inure to the benefit of Hause Services's successors, assigns and licensees. If any provision of these Terms and Conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of Hause Services to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. These Terms and Conditions are governed by the laws of the State of Maryland as such laws are applied to agreements entered into and to be performed entirely in the State of Maryland and between Maryland residents. You agree to submit to jurisdiction in Maryland and that any claim arising out of or related to these Terms and Conditions will be brought solely in a court in Montgomery County, Maryland. These Terms and Conditions constitute the entire agreement between you and Hause Services and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These Terms and Conditions may not be modified or amended other than by an agreement signed by both parties.

Suspension and Termination of Access: You agree that, in our sole discretion, we may suspend or terminate your password, account (or any part thereof) or use of the Site, or any part of the Site, and remove and discard any materials that you submit to the Site, at any time, for any reason, without notice. You agree that we will not be liable to you or any third-party for any suspension or termination of your password, account (or any part thereof) or use of the Site, or any removal of any materials that you have submitted to the Site. In the event that we suspend or terminate your access to and/or use of the Site, you will continue to be bound by the Terms of Service that were in effect as of the date of your suspension or termination.

Notice of Copyright Infringement: If you are a copyright owner who believes your copyrighted material has been reproduced, posted or distributed via the Site in a manner that constitutes copyright infringement, please inform our designated copyright agent by sending email to CustomerService@hauseservices.com. Please include the following information in your written notice: (1) a detailed description of the copyrighted work that is allegedly infringed upon; (2) a description of the location of the allegedly infringing material on the Site; (3) your contact information, including your address, telephone number, and, if available, email address; (4) a statement by you indicating that you have a good-faith belief that the allegedly infringing use is not authorized by the copyright owner, its agent, or the law; (5) a statement by you, made under penalty of perjury, affirming that the information in your notice is accurate and that you are authorized to act on the copyright owner's behalf; and (6) an electronic or physical signature of the copyright owner or someone authorized on the owner's behalf to assert infringement of copyright and to submit the statement.

Restrictions: The Site is intended for use only by residents of the United States over the age of 13. It may not comply with legal requirements of foreign countries. Other countries may have laws and regulatory requirements that differ from those in the U.S. By using this Site, you agree to the transfer and processing of any personal information you provide to the U.S. as set forth in the [Privacy Policy](#) under the laws of the United States and the State of New York, rather than under the law of your home country.

Other: This agreement constitutes the entire agreement between us and you with respect to the subject matter contained in this agreement and supersedes all previous and contemporaneous agreements, proposals and communications, written or oral. You also may be subject to additional terms and conditions that may apply when you use the products or services of a third party that are provided through the Site. In the event of any conflict between any such third-party terms and conditions and these Terms of Service, these Terms of Service will govern. This agreement will be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to any principles of conflicts of law.

This agreement is personal to you and you may not assign it to anyone. If any provision of this agreement is found to be unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this agreement and will not affect the validity and enforceability of any remaining provisions. These Terms of Service are not intended to benefit any third party, and do not create any third party beneficiaries. Accordingly, these Terms of Service may only be invoked or enforced by you or us. You agree that regardless of any statute or law to the contrary, any claim or cause of action that you may have arising out of or related to use of the Site or these Terms of Service must be filed by you within one year after such claim or cause of action arose or be forever barred.

The Services

At Hause Services we are committed to making your total Hause Services experience a positive one. Hause Services is a service provider where you request a referral for a specific task, and we refer you to up to three Service Professionals.

Booking: Upon entering your information and the request for which you would like a Service Professional, we will attempt to match you with up to three Service Professionals in your area, who may be interested in fulfilling your service need. However, we do not guarantee that we will be able to match your service needs with a Service Professional or that there are Service Professionals in your area that are either capable or willing to complete your service needs.

Please be aware that Hause Services does not guarantee that the Service Professionals will be on time for, or show up for, any such booked appointments, as the Service Professionals are not the employees, contractors or agents of Hause Services. Hause Services is solely providing the platform to facilitate scheduling of appointments between you and the Service Professionals.

Guarantees or Endorsements: Although we take certain steps to examine the credentials of the Service Professionals referred to our customers, we make no guarantees, warranties or representations regarding the skills or undertakings of such Service Professional or the quality of the job that he or she may perform for you if you elect to retain their services. It is entirely up to you to evaluate the Service Professional and the Service Professional's qualifications, and to enter into a direct contract or otherwise reach agreement with a Service Professional. We do not

guarantee or warrant any Service Professional's performance on the job or the outcome or quality of the services performed. The Service Professionals are not employees or agents of Hause Services, nor is Hause Services an agent of the Service Professionals.

Contracting via the Hause Services Website or APP: To contract with a Service Professional, you must work directly with the Service Professional. Hause Services does not perform, and is not responsible for, any of the Services requested by you in your service request. Your rights under contracts you enter into with Service Professionals are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. Hause Services is not a party to such agreements. All payments and applicable taxes must be made to the Service Professional in accordance with the agreements.

Release from Damages or Claims: Should you have a dispute with respect to any services provided by a Service Professional or the fees charged by any Service Professional, you must address such dispute with the Service Professional directly (although you may copy Hause Services on the fee disputes). YOU HEREBY AGREE TO RELEASE HAUSE SERVICES (AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH SERVICE PROFESSIONALS.

Ratings and reviews are not endorsed by Hause Services: All Ratings and Reviews of a Service Professional displayed to you reflect the opinions of other consumers, and do not reflect or represent the opinions or representations of Hause Services. Hause Services disclaims any and all representations or warranties with regard to the Ratings and Reviews. Hause Services does not assume responsibility or liability for any Review or for any claims, damages, or losses resulting from any use of the Site or the materials contained therein.

Payments: Your payment for services rendered shall directly be made to the contractor and that Hause Services is not liable for such payments and is not responsible to return or refund portions or total of such payments made to the contractor(s) that are referred to you by Hause Services, LLC.

SMS Messaging: By submitting a service request, you agree that Hause Services and the Service Professionals may send you informational text (SMS) messages as part of the normal business practice of Hause Services. These text (SMS) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from Hause Services at any time by sending an email to CustomerService@hauservices.com. You acknowledge that by opting out of receiving text (SMS) messages from Hause Services and the Service Professionals, your use of Hause Services Services may be impacted.

Fees and taxes charged to Contractors: In connection with use of Hause Services's Platform, Hause Services charges certain Fees ("Hause Services Fees" or "Fees") to the contractors. Fees for products or services, including ongoing products or services, will be provided to you before you use such products or services. Hause Services may also charge penalty Fees for fraud, misconduct or other violations of these Terms, as determined in our sole discretion. Information about current penalty Fees is available in the policy or support center.

Service Professionals agree to pay these Fees. You agree to pay all applicable Fees or charges based on the Fee and billing terms then in effect, regardless of whether you have an active Account. Charges shall be made to your credit card, PayPal or other payment method designated at the time you make a purchase or register for a service. If you do not pay on time or if Hause Services cannot charge a credit card, PayPal or other payment method for any reason, Hause Services reserves all rights permissible under law to recover payment and all costs and expenses incurred, including reasonable attorneys' fees, in our pursuit of payment. You explicitly agree that all communication in relation to delinquent accounts or Fees due will be made by electronic mail or by phone. Such communication may be made by Hause Services or by anyone on its behalf, including but not limited to a third-party collection agent. If you cancel your Account at any time, you will not receive any refund. If you have a balance due on any Account, you agree that Hause Services may charge such unpaid Fees to your credit card or otherwise bill you for such unpaid Fees. You understand and agree that you are solely responsible for determining your own tax reporting and sales tax collection requirements in consultation with tax advisers, and that we cannot and do not offer specific tax advice to either Service Members or Customer Members. All sales on Hause Services are final and non-refundable, except as otherwise specified herein.

Payments: Marketplace payment processing services for Service Professionals on Hause Services are provided by PayPal and Stripe, and, where applicable, may include money transmission services pursuant to licenses held by Stripe. Payment processing services provided by PayPal and Stripe are subject to the PayPal and Stripe Connected Account Agreement, which includes the Stripe Services Agreement. By agreeing to these terms or continuing to operate as a Service Member on Hause Services, you agree to be bound by the PayPal and Stripe Connected Account Agreement and PayPal and Stripe Services Agreement, as the same may be modified by PayPal and Stripe from time to time. As a condition of Hause Services enabling payment processing services through PayPal and Stripe, you agree to provide Hause Services accurate and complete information about you and your business, and you authorize Hause Services to share with PayPal and Stripe this information and transaction information related to your use of the payment processing services provided by PayPal and Stripe.

All cancellation and refund requests will be subject to Hause Services's review and absolute discretion. We will normally process your valid written request within thirty (30) days of receiving it, unless a shorter period is required by law. You may request a cancellation or refund by emailing your request to Hause Services support at CustomerService@hauservices.com. If you cancel your Account at any time, you will not receive any refund.

While we cannot guarantee the work performed by a listed Service Professional, and while we have no obligation to you with regard to your relationship with a Service Professional, the Hause Services resolution process has been developed to try and assist you in resolving any disputes that may arise in the course of a home improvement repair or maintenance project with a Service Professional who you learned about through the Hause Services Services. Without modifying our statements under this Agreement, we may, upon your request, provide limited assistance in resolving disputes between you and a Service Professional. You must participate and use good faith efforts to resolve problems through the Hause Services resolution process. Notwithstanding the foregoing, you acknowledge and agree that Hause Services is under no obligation to become involved in or impose resolution in any dispute between or among users or any third party. Such limited assistance in no way nullifies the release and indemnification described in these Terms & Conditions.

ARBITRATION AND GOVERNING LAW: The exclusive means of resolving any dispute between you and the contractor that has provided service to you Hause Services or any claim made by you or Hause Services arising out of or relating to your use of this Website and/or Hause Services's services (including any alleged breach of these Terms and Conditions) shall be BINDING ARBITRATION administered by the American Arbitration Association. The one exception to the exclusivity of arbitration is that you have the right to bring an individual claim against Hause Services in a small-claims court of competent jurisdiction OR EXCEPT AS EXPRESSLY PROVIDED BY APPLICABLE FEDERAL OR STATE LAW. But whether you choose arbitration or small-claims court, you may not under any circumstances commence or maintain against Hause Services any class action, class arbitration, or other representative action or proceeding.

Mediation: In the event of a dispute over claims or coverage YOU agree to file a written claim with Hause Services and allow Hause Services thirty (30) calendar days to respond to the claim. The parties agree to mediate in good faith before resorting to mandatory arbitration. Except where prohibited, if a dispute arises from or relates to this Agreement or its breach, and if the dispute cannot be settled through direct discussions you agree that:

- a. Any and all disputes, claims and causes of action arising out of or connected with this Agreement shall be resolved individually, without resort to any form of class action.
- b. Any and all disputes, claims and causes of action arising out of or connected with the Service Professional shall be resolved exclusively by the American Arbitration Association under its Commercial Mediation Rules. Controversies or claims shall be submitted to arbitration regardless of the theory under which they arise, including without limitation contract, tort, common law, statutory, or regulatory duties or liability.
- c. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred to a maximum of \$500 per claim, but in no event attorneys' fees.
- d. Under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of using Hause Services referral services, shall be governed by, and construed in accordance with, the laws of the State of Maryland, U.S.A. without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Maryland.

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Class Action Waiver. You and we each agree that each of us is waiving the right to a trial by jury and may bring claims against the other only in an individual capacity and not in a class action or representative proceeding. All arbitrations shall be conducted on an individual (and not a class-wide) basis; and an arbitrator shall have no authority to award class-wide relief. You acknowledge and agree that these terms specifically prohibit you from commencing any legal proceedings as a representative of others or joining in any arbitration proceedings brought by any other person ("class action waiver").

Governing laws

The Terms and the relationship between you and Hause Services shall be governed in all respects by the laws of the State of Maryland, without regard to its conflict of law provisions. You agree that any claim or dispute you may have against Hause Services that is not subject to arbitration must be resolved by a court located in Montgomery County, Maryland. You hereby waive any and all jurisdictional and venue defenses otherwise available.

Choice of Law. This Agreement concerns a transaction in interstate commerce, and therefore shall be governed by the United States Federal Arbitration Act, 9 U.S.C. Â§ 1 et seq. The FAA's provisions, not state law, govern all questions of whether a dispute is subject to arbitration.

Exception. Any claim or action for indemnification, contribution, interpleader or injunctive relief arising out of a Claim shall not be subject to arbitration.

Notice of Rights:

a. By using the Hause Services Website or APP and/or Hause Services's services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and Hause Services (except for matters that may be taken to small-claims court). YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.

b. Any proceeding to enforce this arbitration provision, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration provision is for any reason held to be unenforceable, any litigation against Hause Services (except for small-claims court actions) may be commenced only in the federal or state courts located in Montgomery County, Maryland. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

c. These Terms and Conditions, and any dispute between you and Hause Services, shall be governed by the laws of the state of Maryland without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

Indemnification and Release: You agree to release, defend, indemnify, and hold Hause Services and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, including damages to any and all properties, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Platform or your violation of these Terms; (b) your User Content or the Collective Content; (c) your interaction with any Member or user; and (d) the request or receipt or offer or provision of Pro Services by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with such Pro Services.

Notwithstanding the foregoing paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold Hause Services and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any third-party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

If you are a California resident, you waive California Civil Code Section 1542, which provides: *A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.* If you are not a California resident, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

General:

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