

ANGIE'S LIST ECOMMERCE PROGRAMS TERMS AND CONDITIONS

Last updated on June 1, 2016

In addition to helping consumers research, hire, rate, and review a variety of service contractors and health related professionals (collectively, "Service Providers"), Angie's List, Inc. ("Angie's List") allows Service providers to provide consumers with special, time-limited, promotional offers ("Big Deal Promotion"); promotional offers on Service Provider's Profile Page ("Storefront Offer"); concierge services to purchase products and services from various Service Providers ("Concierge Services"); and other similar offers (individually referred to as an "Offer Promotion," collectively, the "Offer Promotions").

1. ACCEPTANCE OF TERMS

The Angie's List Big Deals website is available at my.angieslist.com/thebigdeal and is part of the Angie's List website at www.angieslist.com, and all related sites and mobile applications, and the various Big Deal Promotions, Storefront Offers, content, features, and services offered on and in connection with these sites and applications, (collectively, the "Offer Services") are owned and operated by Angie's List and can only be accessed and used by you under the terms and conditions described below ("Terms and Conditions").

These Terms and Conditions incorporate by reference the Angie's List Website [Terms of Use](#), the Angie's List [Privacy Policy](#), and any other supplemental terms, legal notices, or other communications provided to you.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING, DOWNLOADING, PURCHASING, USING OR ATTEMPTING TO USE ANY OFFER SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE OR ATTEMPT TO USE ANY OFFER SERVICES.

2. MODIFICATIONS OF TERMS AND CONDITIONS

Angie's List may, in its sole discretion, modify these Terms and Conditions at any time effective upon posting the modified Terms and Conditions on and in connection with the Offer Services, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Offer Services to obtain timely notice of such changes, and if you do not agree to the amended terms, you agree to immediately stop using the Offer Services and to provide Angie's List notice to remove you from any distribution lists or other communication list that are available to you through your use of the Offer Services. YOUR CONTINUED USE OF THE OFFER SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS AND CONDITIONS.

3. THE SERVICE PROVIDER IS THE ISSUER

Except as may be otherwise expressly specified, Big Deal Promotions and Storefront Offers are provided using a time-limited promotional voucher exchangeable for Service Provider goods and services ("Voucher"). The Service Provider is the issuer of the Voucher and is solely responsible for redeeming the Voucher. As issuer of the Voucher, the Service Provider shall be solely responsible for the redemption of the Voucher in exchange for the good and/or services stated therein and for the provision of those goods and/or services. The Service Provider is also solely responsible for all goods and services it provides to you and for any and all injuries, illnesses, damages, claims, liabilities, losses, and costs, as well as for any unclaimed property liability arising from unredeemed or partially redeemed Vouchers (collectively, "Liabilities") it may cause you to suffer, directly or indirectly, in full or in part, whether related to the use or redemption of a Voucher or not.

Except as may be otherwise specified, Angie's List is solely an advertiser of the Service Provider's goods or services and the Offer Promotions and Offer Services are solely advertisements of the Service Provider's goods or services.

Angie's List does not endorse and is not responsible or liable for any advertising, products, goods or services available or unavailable from, or through, any Service Providers including through any Offer Services. Your dealings any Service Provider, and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Provider and do not involve Angie's List. You should make whatever investigation or other resources that you deem necessary or appropriate before purchasing any Voucher and/or hiring or engaging any Service Providers.

You agree that Angie's List is not responsible for the accessibility or unavailability of any Service Provider or for your interactions and dealings with Service Provider.

You hereby irrevocably waive all rights related to, and release Angie's List and its subsidiaries, affiliates, partners, officers, directors, employees and agents from, any Liabilities arising from or related to any act or omission of a Service Provider in connection with your use of a Voucher or the products and/or services it provides in connection with it.

4. USE OF VOUCHERS AND OTHER OFFER SERVICES

Except as may be otherwise expressly specified, Big Deal Promotions are provided using a time-limited promotional voucher exchangeable for Service Provider goods and services ("Voucher"). The Offer Services, including promotion of each offer and the purchase and sale of Vouchers, is an advertisement for the Service Provider by Angie's List.

In addition to these Terms and Conditions, you also agree to be bound by all additional terms specific to each Offer Promotion provided at the time of purchase of an Offer ("Offer Terms"). In the event of a conflict between these Terms and Conditions and any Offer Terms, the Offer Terms will control, except to the extent prohibited by law.

The below terms and conditions shall apply to each and every promotion offered through the Offer Services unless otherwise expressly specified.

- Big Deal Promotions, Storefront Offers, Concierge Services and any other Offers purchased through Angie's List may not be combined with any other discount, gift certificates, promotion, coupon, or deal, unless permitted by the Service Provider.
- Offers are not redeemable for cash or other good or service not specified in the Big Deal Promotion or Storefront Offer.
- Neither Angie's List nor the Service Provider is responsible for lost or stolen Offers or other Big Deal Promotion indicators, references, promotional numbers or codes.
- Duplicate use, sale, or trade of Offers is prohibited.
- Any attempted redemption of an Offer not consistent with these Terms and Conditions and Voucher Terms will render the Voucher and the Big Deal Promotion null and void, with no refund to the purchaser.
- Except as required by law, Service Providers are not required to provide credit or cash back for the partial redemption of a Voucher.
- Big Deal Promotions, Storefront Offers, or any other Offers may not be applied to taxes, tips, prior balances, shipping or handling charges.
- Unless otherwise specified in the Offer Terms, Offers do not include any taxes, tips, shipping or handling charges, or other additional charges typically not included in the sales price of goods or services. Any such additional charges may be charged to you by the Service Provider at the time you redeem your Offer.
- Big Deal Services, Big Deal Promotions, Storefront Offers, Concierge Services and other offers are void to the extent prohibited by law.
- Big Deal Promotions, Storefront Offers, and Concierge Services are only redeemable on a one-time basis in whole and not in part or incrementally.

5. EXPIRATION DATES AND GUARANTEES

Offers often have two separate values: (i) the value equal to the amount paid for the Voucher (the "Paid Value" and (ii) the additional time-sensitive value of if the Voucher if it is used by the Expiration Date, that is beyond to the amount paid for the Voucher (the "Promotional Value").

The Promotion Value always expires on the Expiration Date. The Paid Value will never expire.

30-DAY REFUND GUARANTEE – Within 30 calendar days after the date you purchase an Offer Promotion, Angie's List will issue you a refund for the full price of the Offer Promotion upon request. After this 30-day period, the Offer Promotion is non-refundable, but you retain the amount you paid for the Offer Promotion as a credit to use with the Service Provider from whom you purchased the Service. Any such credit must be redeemed directly with the Service Provider, rather than with Angie's List. This 30-Day Refund Guarantee does not apply after the Service Provider has begun and/or completed the work specified within the Deal, after the coupon/voucher expires, or if a contract for the work exists between the voucher owner and the Service Provider.

FAIR PRICE GUARANTEE – If you are an Eligible Member and submit a Fair Price Claim and the Qualified Purchase is not within our Fair Price Range, we will offer you substantially similar service at a Fair Price or refund you the difference to the Fair Price, subject to the following terms and conditions set forth in [Exhibit A](#).

QUALITY SERVICE GUARANTEE – If you are an Eligible Member and are not satisfied with the quality of your Qualified Purchase and submit a Quality Service Claim, we will make it right by (i) working with you and the service provider (or alternative service provider) to resolve the quality issue; or (ii) refund you up to your Purchase Price, subject to the terms and conditions set forth in [Exhibit B](#).

6. MINIMUM AGE

If you are under the age of eighteen (18), you are prohibited from using, accessing, or purchasing any of the Offer Services or Vouchers.

7. OFFER VOID WHERE PROHIBITED

Any Offer is void where prohibited.

8. MODIFICATION, LIMITATION AND DISCONTINUANCE

Except as otherwise required by law, Angie's List reserves the right at any time to limit access to, modify, change or discontinue any Offer Services with or without notice to you and we shall not be liable to you for any such modification, suspension or discontinuance of any Offer Services. You agree that Angie's List will not be liable to you or to any third party for any such limitation, modification, change, suspension or discontinuance of any of the Offer Services. You agree that Angie's List may establish general practices, policies and limits, which may or may not be published, concerning the use of any of the Offer Services.

9. FEEDBACK

Angie's List appreciates hearing from You, as well as our other users, and welcomes your comments regarding any of the Offer Services. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such submissions will be the property of Angie's List. In addition, none of the Submissions will be subject to any obligations of confidentiality and Angie's List will not be liable for any future use or disclosure of such Submissions.

10. WARRANTIES AND DISCLAIMERS

You understand and agree that THE OFFER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT NEITHER ANGIE'S LIST, ITS SUBSIDIARIES, AFFILIATES, NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, MERCHANTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY OF THE OFFER SERVICES. ANGIE'S LIST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) ANY BIG DEAL SERVICES OR OTHER OFFERING WILL MEET YOUR REQUIREMENTS, (B) ANY OFFER SERVICES OR YOUR RELATED PRODUCT OR SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) ANY CONTENT OR INFORMATION YOU PROVIDE OR ANGIE'S LIST COLLECTS WILL NOT BE DISCLOSED, (D) ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED PURSUANT TO ANY BIG DEAL SERVICES WILL BE FREE FROM DEFECT OR DISSATISFACTION, (E) ANY ERRORS IN ANY PRODUCT OR SERVICE WILL BE CORRECTED. YOU AGREE THAT THE PARTICIPATION IN THE OFFER SERVICES, USE OF PRODUCTS OR SERVICES OFFERED BY AND THROUGH ANGIE'S LIST, AND THE ANGIE'S LIST SITE AND SERVICES IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

11. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANGIE'S LIST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM THIS AGREEMENT, YOUR PARTICIPATION IN THE OFFER SERVICES, OR ANY OTHER MATTER RELATING TO THE ANGIE'S LIST SITE AND SERVICES, THE OFFER SERVICES, OR ANY SPECIFIC OFFER PROMOTION. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

TO THE EXTENT ANGIE'S LIST IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF ANY OF THE OFFER SERVICES, ANGIE'S LIST'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF THE VALUE OF THE SPECIFIC VOUCHER YOU PURCHASED THROUGH THE OFFER SERVICES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT ANGIE'S LIST CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT TO ANGIE'S LIST THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR ANGIE'S LIST, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS PARAGRAPH 18) SUFFERED BY YOU AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS PARAGRAPH.

12. INDEMNIFICATION AND RELEASE

You agree to indemnify, defend and hold harmless Angie's List, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) your use, access to, or purchase of any Voucher, any specific Offer Promotion, or the Offer Services generally; (b) any violation of this Agreement by you; (c) any goods or services purchased by you pursuant to the Offer Services; or (d) any violation of any rights of another or harm you may have caused to another. Angie's List will have sole control of the defense of any such damage or claim.

You are solely responsible for your interactions with Service Providers and other users of the Angie's List Website. To the extent permitted under applicable laws, you hereby release Angie's List from any and all claims or liability related to any product or service of a Service Provider, any action or inaction by Service Provider, including Service Provider's failure to comply with applicable law and/or failure to abide by the terms of a Voucher or Offer Services, and any conduct or speech, whether online or offline, of any other party.

13. ENTIRE AGREEMENT

These Terms and Conditions, as they incorporate the Angie's List Website Terms of Use and Angie's List, Privacy Policy and all other relevant supplemental terms and Voucher Terms, govern your use of the Offer Services and constitute the entire agreement between you and Angie's List with respect to the Offer Services. It supersedes any

prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Angie's List regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with your obligations and duties to Angie's List under this Agreement.

14. GOVERNING LAW

This Agreement and the relationship between you and Angie's List will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Indianapolis, Indiana and waive any defense of lack of personal jurisdiction or improper venue or *forum non conveniens* to a claim brought in such court, except that Angie's List may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Site or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

15. MISCELLANEOUS

If you breach any term of these Terms and Conditions or other agreement with Angie's List, Angie's List may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. Angie's List's remedies are cumulative and not exclusive. Failure of Angie's List to exercise any remedy or enforce any portion of the Terms and Conditions at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. If any provision of these Terms and Conditions is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable and you and Angie's List agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement.. These Terms and Conditions are not assignable, transferable or sublicensable by you except with Angie's List's prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent. Users of this Sites and Services are responsible for compliance with all applicable regulations and laws. No joint venture, partnership, employment or agency relationship exists between you and Angie's List as a result of these Terms and Conditions or use of the Sites and Services. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of these Terms and Conditions.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SITE OR PARTICIPATE IN ANY OF THE DEAL PROGRAMS BY USING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

Exhibit A
Angie's Fair Price Guarantee

When an Eligible Member makes a Qualified Purchase of a Qualified Service, Angie's List offers a Fair Price Guarantee. If the Purchase Price exceeds the Fair Price, Angie's List will offer Eligible Member the option to (i) return Qualified Purchase for substantially similar service within the Fair Price Range; or (ii) receive a refund of the difference between the Purchase Price and the Fair Price, subject to the following terms and conditions:

1. Fair Price Guarantee is available to all Angie's List members who make a Qualified Purchase of a Qualified Service and who file a Fair Price Claim prior to any Qualified Services being performed ("Eligible Member"). A member's eligibility status is determined at both the time of (i) purchase of the Qualified Services and (ii) initiation of the Fair Price Claim.
 - Eligible Member includes all Angie's List's members, except members who have a Green Plan.
 - Consumers are encouraged to join a membership plan contemporaneously with making the Qualified Purchase.
 - For example: If a Basic or Silver Member purchases Qualifying Services and such membership expires and is not renewed before submitting a Fair Price Claim, then purchaser cannot avail himself to the benefits of the Fair Price Guarantee because not an Eligible Member.
 - Fair Price Guarantee is not available in conjunction with any other guarantees, including without limitation, Service Quality Guarantee.
 - At no time shall Eligible Member be entitled to recover from Angie's List more than the purchase price paid for Qualified Service.
2. Only services purchased directly on Angie's List marketplace (including The Big Deal and Storefront offers) are eligible for Fair Price Guarantee ("Qualified Services").
 - To benefit from the Fair Price Guarantee, ensure all purchases are transacted directly via offers on angieslist.com.
 - For example: Eligible Member who researches a service provider on our List and then purchases services directly from the service providers (including submitting requests through LeedFeed) would not have purchased Qualified Services (*i.e.*, Fair Price Guarantee is not available).
 - Qualified Services does not include additional (or upgraded) services purchased directly from the service provider.
 - Qualified Services does not include LeedFeed or Angie's List's custom services offered via Concierge or SNAPFix (each as identified by a customized SKU).
 - Fair Price Guarantee is not available for purchases of (i) goods or products; (ii) health services, including, but not limited to, chiropractic consultations, 30-Minute Massages, chiropractic exams, foot reflexology, eye exams, tooth whitening, dental exams, dental cleaning and x-rays, etc.; (iii) vouchers, and (iv) services which do not have a Fair Price Range available at the time the Fair Price Claim is submitted.

3. Eligible Member must have purchased Qualified Services on or after October 19, 2015 ("Qualified Purchase").

- For example: If Eligible Member purchased services from Angie's List in August 2015, the purchase would not be a Qualified Purchase and, therefore, would not be eligible for the Fair price Guarantee.

4. Fair Price Guarantee requires that the price actually paid ("Purchase Price") for the Qualified Purchase exceeds the Fair Price.

- "Fair Price" is a price representing the 75th percentile of the Fair Price Range.
- "Fair Price Range" is 0 – 75th percentile range of prices paid on Angie's List Storefront offers for each SKU representing a Qualified Service during the prior 12 months, normalized based on Cost of Living Adjustment for the member's Local Area.
- "Local Area" means zip codes grouped into a geographical market.
- "Cost of Living Adjustment" is based on the ACCRA Cost of Living Index (2010) mapped to align with geographical markets.
- Fair Price Range is calculated periodically to adjust for seasonality.
- Fair Price Range includes at least 500 price comparisons for each SKU representing the Qualified Service.
- Fair Price Range excludes prices paid for services offered on The Big Deal, which are generally characterized by deep discounts.

For Example: If Eligible Member purchases window cleaning services for \$250, and applies a \$25 rebate, the Purchase Price is the actual dollar amount paid (*i.e.*, \$225).

5. Eligible Member must submit a Fair Price Claim within thirty (30) calendar days from the date of Qualified Purchase AND prior to any Qualified Services being performed.

- If service provider has started performance of the Qualified Services, then the Fair Price Guarantee is no longer available.

6. Eligible Member must submit to Angie's List a Fair Price Claim, using an online form which is available at https://angieslist-ijzec.formstack.com/forms/fair_price_guarantee.

7. Once the Fair Price Claim is verified, Angie's List will offer the Eligible Member: (i) an opportunity to return the Qualified Purchase for a substantially similar service within the Fair Price Range; or (ii) refund of the difference between the Purchase Price and the Fair Price.

- All Fair Price Claims are subject to verification by Angie's List. Angie's List verifies the eligibility of the claim by comparing Purchase Price to a Fair Price.
- Angie's List reserves the right to revoke any and all benefits of a Fair Price Guarantee if it is found that a member has attempted to or has violated or circumvented these Terms and Conditions. Angie's List further reserves the right to reject future Fair Price Claims from any member who participated in such actions.

- For example. If Eligible Member purchases oven repair service for \$225 and the Fair Price Range is \$125 to \$195, then the Fair Price refund would equal \$30.
 - Any refund will be processed directly on the Eligible Member's payment method originally used to make the Qualified Purchase.
8. Only one Fair Price Claim may be submitted for each Qualified Purchase.
 9. Eligible Members are only permitted to receive up to three (3) Fair Price Guarantee refunds per calendar year.
 - For example: If Eligible Member is doing a kitchen remodel, and initiates Fair Price Claims against granite installer, plumber and electrician and receives Fair Price refunds for all three in April 2016, the Eligible Member will not be permitted to obtain a Fair Price Refund for landscaping services in June 2016.
 10. **The Fair Price Guarantee is not a Price Match Guarantee.**
 11. The Fair Price Guarantee is not transferable.
 - For example: If Eligible Member makes a Qualified Purchase and gives the Qualified Services to a family member as a gift, the Fair Price Guarantee is not available to the recipient of the gift.
 12. Upon request by members or services providers, Angie's List will communicate the Fair Price Range for a specific SKU. Angie's List expressly disclaims any influence or control on the price set by service providers.
 13. **IN NO EVENT WILL ANGIE'S LIST, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THIS FAIR PRICE GUARANTEE. ANGIE'S LIST, INC.'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE DIFFERENCE BETWEEN THE PURCHASE PRICE AND THE FAIR PRICE. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.**
 14. Eligible Member agrees that acceptance of Fair Price Guarantee refund (or substitute service) represents his/her full release of Angie's List, Inc. of all known or unknown claims, complaints promises, cause of actions, costs, losses and expenses whatsoever, existing now or in the future, under any applicable law.

Exhibit B
Angie's Service Quality Guarantee

When an Eligible Member makes a Qualified Purchase of a Qualified Service, Angie's List will guarantee the Service Quality (as defined below). If the Eligible Member is not satisfied with the Qualified Service, Angie's List will either: (i) work with the Eligible Member and the service provider (or alternative service provider) to resolve the quality issue; or (ii) refund the Eligible Member up to the Purchase Price, not to exceed \$100,000, subject to the following terms and conditions:

1. Service Quality Guarantee is available to all Angie's List members, except Basic or Green subscribers ("Eligible Member"). A member's eligibility status is determined at both the time of (i) purchase of the Qualified Services and (ii) initiation of the Service Quality Claim.
 - Eligible Member includes all Angie's List's members, except those who subscribe to the Basic subscription or Green Plan.
 - For example: If a Basic or Green subscriber purchases Qualifying Services and is unhappy with the quality of service, the Basic or Green subscriber does not qualify as an Eligible Member and cannot avail herself to the benefits of the guarantee.
 - For example: If a Premium or Gold Member purchases Qualified Services, but downgrades her membership to Basic or Green before initiating the Service Quality Claim, then she is not an Eligible Member. However, the Guarantee would be available if she upgraded her membership from Basic or Green to Plus or Gold at the time of initiating the Service Quality Claim.
 - Non-member Consumers and Basic and Green members are encouraged to upgrade contemporaneously with making the Qualified Purchase.
 - Service Quality Guarantee is not available in conjunction with any other guarantees, including without limitation, Fair Price Guarantee.
 - At no time shall Eligible Member be entitled to recover from Angie's List more than the purchase price paid for Qualified Service.
2. Only services purchased directly on the Angie's List marketplace are eligible, including The Big Deal and Storefront offers ("Qualified Services").
 - For example, if Eligible Member researches a service provider on our List and then purchases services directly from the service providers (including submitting requests through LeedFeed), she would not have purchased Qualified Services (i.e., Service Quality Guarantee is not available).

Qualified Services does not include additional (or upgraded) services purchased directly from the service provider.

- For example: if Eligible Member purchases carpet cleaning for 3 rooms, and then purchases an additional 2 rooms directly from the service provider at the time of performance – then Qualifying Services only includes the 3 rooms purchased directly from Angie's List.

To benefit from the Service Quality Guarantee, ensure all purchases are transacted directly via offers on the Angie's List marketplace.

- For example: If Eligible Member purchases toilet repair service from Angie’s List and such service is satisfactorily performed, then the Eligible Member calls the same service provider to repair a leaky faucet the next week, the faucet repair does not constitute a Qualified Service.

Qualified Services does not include LeedFeed or Angie’s List’s custom services offered via Concierge or SNAPFix (each as identified by a customized SKU).

- Service Quality Guarantee is not available for purchases of (i) goods or products; or (ii) health services, including without limitation, chiropractic consultations, massages, chiropractic exams, foot reflexology, eye exams, tooth whitening, dental exams, dental cleaning and x-rays, etc.

3. Eligible Member must have purchased Qualified Services on or after October 19, 2015 (“Qualified Purchase”).

- For example, if Eligible Member purchased services from Angie’s List in March 2015, the purchase would not be a Qualified Purchase and, therefore, would not be eligible for the Guarantee.
- For example, if Eligible Member purchased Qualified Services on October 18, 2015, but the services were not performed until October 20, the purchase would not be a Qualified Purchase and, therefore, would not be eligible for the Guarantee.

4. The guarantee for “Service Quality” is available if the Eligible Member is reasonably unsatisfied with the quality of performance of the Qualified Services. Angie’s List, in its sole discretion, reserves the right to determine whether the Qualified Services were performed in a reasonably unsatisfactory manner.

- For example: A Service Quality issue occurs when an Eligible Member made a Qualified Purchase for up to 1000 linear ft. of gutter cleaning. The service provider only cleaned 600 ft. of gutters (*i.e.*, failed to meet minimum requirements of the offer described in the Qualified Services).
- For example: Eligible Member made a Qualified Purchase in which service provider was to install blinds, the quality of installation was poor leaving 3 inch gaps at edges (*i.e.*, failed to meet Eligible Member’s reasonable quality standards).
- Although frustrating, difficulty in scheduling, late start time or a service provider’s slow responsiveness are not elements of service quality satisfaction. Members dissatisfied with these performance elements are encouraged to submit a member review evaluating these elements for such service provider.
- Dissatisfaction with pricing of Qualified Services is not an element of service quality.

5. Eligible Member must attempt to contact the services provider about addressing the service quality issue(s) and wait at least two (2) business days for a response. Many service satisfaction issues arise from miscommunication of expectations; most service providers want satisfied customers and are willing to quickly address the satisfaction concern to gain repeat customers.

- For example: The self-help requirement is satisfied in each of the following circumstances: (i) if an Eligible Member left voice message(s) with service provider, but the service provider has failed to return call within two (2) business days; (ii) if service

provider returned to home and was still unable to meet Eligible Member's service quality expectations.

6. Before Eligible Member can submit a Service Quality Claim, Eligible Member must first submit a member review of Qualified Service on Angieslist.com, describing (i) the Eligible Member's honest and accurate description of the performance of Qualified Service; (ii) specify the item(s) contributing to the member's dissatisfaction with the services performed. Angie's List expressly disclaims any control or influence on the member's review.
 - Members are encouraged to submit reviews early in the process. The member review is the ideal opportunity to ensure alignment of expectations and communications to resolve any issues. The earlier the member review is submitted, the higher the likelihood for happy outcomes by all parties.
 - Members always have an opportunity (and are strongly encouraged) to update reviews as performance changes (improves or declines).
 - If the member's Service Quality Claim is resolved by the service provider that provided the original service, the member agrees that his/her review of that service provider shall be deleted. If the member chooses to leave a new review about this same experience with the service provider, the member agrees to reflect the accurate status of the experience.
7. Eligible Member must submit a Service Quality Claim, using an online form which is available at https://angieslist-ijzec.formstack.com/forms/service_quality_guarantee within 30 days of Substantial Completion of the Qualified Services and in no event later than 120 days after the date of the Qualified Purchase ("Claim Period"). "Substantial Completion" means sufficiently complete, in accordance with the service description of the Qualified Service.
 - Service Quality Claim shall include: (i) name; (ii) purchase confirmation number; (iii) description of satisfaction issue; (iv) summary of steps taken to resolve issue with services provider, if any, (v) desired resolution; and (vi) contact information.
 - For example: If Eligible Member submits a member review indicating an Overall grade of "C", but does not submit a Service Quality Claim, then a Service Quality Claim has not been initiated.
8. Eligible Member must participate in good faith in Angie's List Guarantee Remediation Process, whereby Angie's List will work with Eligible Member and the service provider to address the issue. The Guarantee Remediation process includes: Angie's List communicating with Eligible Member to better understand the issue and desired remedy, Angie's List contacting service provider for a response to the issue and possible remedies.

Good faith participation in the Guarantee Remediation Process will depend on the facts and circumstances of the Service Quality Claim (*i.e.*, the nature unsatisfactory service, the desired resolutions, etc.). Angie's List, in its sole discretion, reserves the right to determine whether the Eligible Member has participated in Good Faith in the Guarantee Remediation Process.

- For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim, which requests remedial services; and (c) timely responds to follow-up inquiries from Angie's List and permits the original service provider to retry the repair—and, despite such additional efforts, the roof leak remains unresolved and the member remains

unsatisfied—then the Eligible Member demonstrated good faith in the remediation process (e.g., Good Faith - remedial services).

- For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim, which requests remedial services; and (c) fails to respond to repeated follow-up inquiries from Angie’s List and/or the original (or alternative) service provider—and Angie’s List is unable to determine whether the Eligible Member claim was satisfactorily resolved—then Eligible Member has not demonstrated good faith in the remediation process (i.e., Bad Faith – failure to respond), but could re-enter the remediation process during the Claim Period.
 - For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim; (c) declines remedial services; and (d) requests full refund of Purchase Price, then the Eligible Member has demonstrated good faith in the remediation process and is eligible for refund of Purchase Price, which may be used on an alternative offer to repair the roof or otherwise in member’s sole discretion (e.g., Good Faith – reasonable Purchase Price refund).
 - For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim; (c) declines remedial services; and (d) requests entire roof replacement as only adequate resolution, then the Eligible Member has not demonstrated good faith in the remediation process and Angie’s List would simply refund the Purchase Price (i.e., Bad Faith – unreasonable remedial demand).
 - For example: If Eligible Member: (a) purchases \$150 Qualified Service to repair a roof leak; (b) submits Service Quality Claim; and (c) Requests remedial services—but when the original (or alternative) service provider arrives to fix original leak, the member identifies 4 other roof leaks and multiple flashing issues that were outside the scope of the original Purchased Services—the Eligible Member has not demonstrated good faith in the remediation process (i.e., Bad Faith –serial remedial demands).
9. If the Guarantee Remediation Process is unsuccessful in resolving the Service Quality Claim with the original service provider, Angie’s List may offer the Eligible Member an alternative service provider or refund the Eligible Member up to the purchase price actually paid directly to Angie’s List for the Qualified Service (“Purchase Price”).
- The available refund under the Service Quality Guarantee is up to the Purchase Price and, in no event, more than \$100,000.
 - For example: If Eligible Member buys \$100 of carpet cleaning representing a Qualified Purchase, the refund available under the guarantee is up to \$100.
 - For example: If Eligible Member buys \$132,000 kitchen remodel representing a Qualified Purchase, the refund available under the guarantee is up to \$100,000.
 - Purchase Price excludes any special promotional rebates or vouchers.

- For example: If Eligible Member purchases window cleaning services for \$250, and applies a \$25 rebate, the Purchase Price is the actual dollar amount paid (*i.e.*, \$225).
- For example: If Eligible Member purchases \$250 of window cleaning services for \$230, then the Purchase Price Paid is \$230.
- For example: If Eligible Member made Qualified Purchase for \$13,750 bathroom remodel and the quality of the service providers shower grouting was subpar, Angie's List would work with member to resolve the grouting issue, including re-grouting or new tile work. Angie's List Service Quality Guarantee would refund costs associated with resolving the shower grout issue to member's satisfaction, but not refund the entire project if the other services were performed to member's satisfaction.

10. Only one Service Quality Guarantee Claim may be submitted for each Qualified Purchase.

11. Eligible Members are only permitted to receive up to three (3) Service Quality Guarantee refunds per calendar year. Eligible Members are not limited in the number of Service Quality Claims that may be initiated during a calendar year.

- For example: If Eligible Member is doing a kitchen remodel, and initiates Service Quality Claims against granite installer, plumber and electrician and receives purchase price refunds for all three in April 2016, the Eligible Member will not be permitted to obtain a purchase price refund for landscaping services in June 2016, but he/she will be permitted to participate in the Guarantee Remediation Process to resolve the dispute with the landscaper.

12. IN NO EVENT WILL ANGIE'S LIST, INC., ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL, EXEMPLARY OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THIS SERVICE QUALITY GUARANTEE. ANGIE'S LIST, INC.'S TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE SERVICE PURCHASE PRICE AND IN NO EVENT MORE THAN \$100,000. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

- For example: If Eligible Member purchased \$250 ceiling fan installation and the service provider causes a hole in your ceiling while performing installation. Angie's Service Quality Guarantee would work with member and service provider to resolve the damage, if unsuccessful, Angie's List will recommend an alternative service provider who could fix your ceiling and refund you up to the \$250 purchase price paid for the ceiling fan installation (*i.e.*, not the cost associated with repairing your ceiling). Angie's List guarantee would also not cover your time in scheduling ceiling repairs, your lost profits of babysitting services which could not be performed while the ceiling repairs were being made; the lost enjoyment of your home; the lower home value upon resale, etc.

13. THE SERVICE QUALITY GUARANTEE IS NOT INSURANCE.

14. Unless prohibited by law, Angie's List, Inc. reserves the right to modify or cancel this offer and the terms and conditions at any time in its sole discretion and without notice to you. If any change to these terms is found

invalid, void, or for any reason unenforceable, that change is severable and does not affect the validity and enforceability of any remaining changes or conditions. YOUR PURCHASE OF QUALIFIED SERVICES AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR ELIGIBLE MEMBERSHIP.

15. The Quality Service Guarantee is not transferable.

- For example: If Eligible Member makes a Qualified Purchase for services to be performed in connection with selling home, the buyer of the home could not avail himself to the Service Quality Guarantee.
- For example, if Eligible Member makes a Qualified Purchase and gives the Qualified Services to a family member as a gift, the Service Quality Guarantee is not available to the recipient of the gift.

16. Eligible Member agrees that acceptance of Service Quality Guarantee refund represents his/her full release of Angie's List, Inc. of all known or unknown claims, complaints promises, cause of actions, costs, losses and expenses whatsoever, existing now or in the future, under any applicable law.