

This Terms of Use Agreement is effective as of: *November 13, 2018*

A. Acceptance of Terms

PLEASE READ THE TERMS OF USE THOROUGHLY AND CAREFULLY. The terms and conditions set forth below ("Terms of Use") and the Privacy Policy (as defined below) constitute a legally binding agreement between HVAC Technologies, Inc., an Ohio corporation (herein referred to as "HVAC.com"), and you. These Terms of Use contain provisions that define your limits, legal rights and obligations with respect to your use of and participation in (i) the HVAC.com website and the ContractorCommerce.com website, including the Contractor Commerce application, the Command Center application, directory listings, contractor network, classified advertisements, forums, various email functions and Internet links, and all content and HVAC.com services available through the domain and sub-domains of HVAC.com and ContractorCommerce.com located at www.HVAC.com and www.ContractorCommerce.com (collectively referred to herein as the "Website"), and (ii) the online transactions between those users of the Website who are offering services (each, a "Pro") and those users of the Website who are obtaining services (each, a "Service User") through the Website (such services, collectively, the "Services"). The Terms of Use described below incorporate the Privacy Policy and apply to all users of the Website, including users who are also contributors of video content, information, private and public messages, advertisements, and other materials or Services on the Website. The Terms of Use are to be deemed in addition to and separate from the Terms and Conditions of the Website, which all users are subject to when visiting the Website or utilizing any of the Website's functions or services.

You acknowledge that the Website serves as a venue for the online distribution and publication of user-submitted information between Pros and Service Users, and, by using, visiting, registering for, and/or otherwise participating in the Website, including the Services presented, promoted, and displayed on the Website, you hereby certify that: (1) you are either a Pro or a prospective Service User, (2) you have the authority to enter into these Terms of Use, (3) when relevant, you authorize the transfer of payment for Services requested through the use of the Website, and (4) you agree to be bound by all terms and conditions of these Terms of Use and any other documents incorporated by reference herein. If you do not so agree to the foregoing, you are prohibited from accessing or using the Website. If you do not agree to any of the provisions set forth in the Terms of Use, kindly discontinue viewing or participating in this Website immediately.

All references to "you" or "your," as applicable, mean the person that accesses, uses, and/or participates in the Website in any manner. If you use the Website or open an Account (as defined below) on behalf of a business, you represent and warrant that you have the authority to bind that business and your acceptance of the Terms of Use will be deemed an acceptance by that business and "you" and "your" herein shall refer to that business. If you use the Website or open an Account (as defined below) on behalf of multiple businesses, including franchise locations of a business, you represent and warranty that you have the authority to bind all businesses and franchise locations of those businesses that you represent and your acceptance of the Terms of Use will be deemed an acceptance by those businesses and franchise locations and "you" and "your" herein shall refer to those businesses and franchise locations, their owners, agents, employees, representatives, and the like.

These Terms of Use will refer to Pros, which may refer to: individuals who provide contracting services, or to companies who provide such services that have been bound to these Terms of Use by an Account creator. When the term Pro is used in reference to a company that has been bound by an Account creator, the Terms of Use are hereby adopted by all owners, agents, employees, contractors, or any other representatives of the company.

1. MODIFICATIONS TO TERMS OF USE AND/OR PRIVACY POLICY

HVAC.com reserves the right, in its sole discretion, to change, modify, or otherwise amend the Terms of Use, and any other documents incorporated by reference herein, at any time, and HVAC.com will post notice of the changes and the amended Terms of Use at the domain of <https://www.HVAC.com/terms-conditions>, and/or may communicate the amendments through any method of written contact that HVAC.com has established with you. It is your responsibility to review the Terms of Use for any changes. Your use of the Website following any amendment of the Terms of Use will signify your assent to and acceptance of any revised Terms of Use. If you do not agree to abide by these or any future Terms of Use, please do not use or access the Website

2. PRIVACY POLICY

HVAC.com has established a Privacy Policy that explains to users how their information is collected and used. The Privacy Policy is referenced above and hereby incorporated into the Terms of Use set forth herein. Your use of this Website is governed by the Privacy Policy.

The Privacy Policy is located at: <https://www.HVAC.com/privacy-policy>

B. Membership and Accessibility

1. LICENSE TO ACCESS

HVAC.com hereby grants you a non-exclusive, revocable license to use the Website as set forth in the Terms of Use; provided, however, that (i) you will not copy, distribute, or make derivative works of the Website in any medium without HVAC.com's prior written consent; (ii) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes; and (iii) you will otherwise act in accordance with the terms and conditions of the Terms of Use and in accordance with all applicable local, state, and federal laws.

2. MEMBERSHIP ELIGIBILITY CRITERIA

Use of the Website is available only to individuals who are at least 18 years old and can form legally binding contracts under applicable law. You represent, acknowledge and agree that you are at least 18 years of age, and that: (a) all registration information that you submit is truthful and accurate, including but not limited to the answers to the questions you responded to during registration (license verification, insurance verification, etc.), (b) you will maintain the accuracy of such information, and (c) your use of the Website and Services offered through this Website do not violate any applicable law or regulation. You also represent that the information you provide when applying, registering, creating, or maintaining your account, including answers to questions you responded to during registration, will remain accurate and truthful during your entire relationship with HVAC.com, and that the information is accurate and truthful each time you interact with HVAC.com, use your account, or communicate with any other HVAC.com users (potential customers, other contractors, HVAC.com administrators, etc.) in any capacity. Your Account (defined below) may be terminated without warning if we believe that you are under the age of 18 or that you are not complying with any applicable federal, state or local laws, rules or regulations.

You need not register with HVAC.com to simply visit and view the Website, but to access and participate in certain features of the Website, you will need to create a password-protected account ("Account"). To create an account, you must submit your name and email address through the account registration page on the Website and create a password. You will also have the ability to provide additional optional information, which is not required to register for an account but may be helpful to HVAC.com in providing you with a more customized experience when using the Website.

You are solely responsible for safeguarding your HVAC.com password and, if applicable, any Third

Party Site Password (collectively, "Passwords") at all times and shall keep your Passwords secure at all times. You shall be solely responsible for all activity that occurs on your Account and you shall notify HVAC.com immediately of any breach of security or any unauthorized use of your Account. Similarly, you shall never use another's Account without permission. You agree that you will not misrepresent yourself or represent yourself as another user of the Website and/or the Services offered through the Website. You hereby acknowledge and agree that HVAC.com will not be liable for your losses caused by an unauthorized use of your Account.

Notwithstanding the foregoing, you may be liable for the losses of HVAC.com or others due to such unauthorized use. An Account holder is sometimes referred to herein as a "Registered User."

You acknowledge and agree that you shall comply with the following policies (the "Account Policies"):

- You will not copy or distribute any part of the Website in any medium without HVAC.com's prior written authorization.
- You will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose.
- You will provide accurate and complete information when creating your Account.
- You shall not use any automated system, including but not limited to, "robots," "spiders," "offline readers," "scrapers," etc., to access the Website for any purpose without HVAC.com's prior written approval.
- You shall not in any manual or automated manner circumvent the Website and/or the Services provided by HVAC.com to collect Pros or Service Users information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise misuse or misappropriate Website information or content, including but not limited to, use on a "mirrored", competitive, or third party site.
- You shall not in any way that transmits more request messages to the HVAC.com servers, or any server of a HVAC.com subsidiary or affiliate, in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; provided, however, that the operators of public search engines may use spiders or robots to copy materials from the site for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such material. HVAC.com reserves the right to revoke these exceptions either generally or in specific cases.
- You shall not recruit, solicit, or contact in any form Pros or Service Users for employment or contracting for a business not affiliated with HVAC.com without express written permission from

HVAC.com.

- You shall not take any action that (i) unreasonably encumbers or, in HVAC.com's sole discretion, may unreasonably encumber the Website's infrastructure; (ii) interferes or attempts to interfere with the proper working of the Website or any third-party participation in the Website; or (iii) bypasses HVAC.com's measures that are used to prevent or restrict access to the Website.
- You agree not to circumvent the Website and/or the Services provided by HVAC.com to collect or harvest any personally identifiable data, including without limitation, names or other Account information, from the Website, nor to use the communication systems provided by the Website for any commercial solicitation purposes.

If you do not meet, or are unable to comply with, any of the above-referenced membership eligibility criteria or Account Policies, please do not use the Website. Should HVAC.com find that you violated the terms of the membership eligibility criteria or any other terms stated herein, HVAC.com reserves the right, at its sole discretion, to immediately terminate your use of the Website.

3. ADDITIONAL POLICIES

Your access to, use of, and participation in the Website is subject to the Terms of Use and all applicable HVAC.com regulations, guidelines and additional policies that HVAC.com may set forth from time to time, including without limitation, a copyright policy and any other restrictions or limitations that HVAC.com publishes on the Website (the "Additional Policies"). You hereby agree to comply with the Additional Policies and your obligations thereunder at all times. You hereby acknowledge and agree that if you fail to adhere to any of the terms and conditions of this Agreement or documents referenced herein, including the Account Policies, membership eligibility criteria or Additional Policies, HVAC.com, in its sole discretion, may terminate your Account at any time without prior notice to you.

C. Member Conduct

1. PROHIBITIONS ON SUBMITTED CONTENT

You shall not upload, post, transmit, transfer, disseminate, distribute, or facilitate distribution of any content, including text, images, video, sound, data, information, or software, to any part of the Website, including your profile ("Profile"), the posting of your Service ("Offer"), the posting of your desired Service ("Want"), or the posting of any opinions or reviews in connection with the Website, the Service, the Pro, or the Service User ("Feedback") (all of the foregoing content is sometimes collectively referred to herein as "Submitted Content" and the posting of Submitted Content is sometimes referred to as a "Posting" or as "Postings") that:

- misrepresents the source of anything you post, including impersonation of another individual or entity or any false or inaccurate biographical information for any Pros; provides or create links to external sites that violate the Terms of Use; is intended to harm or exploit any individual under the age of 18 ("Minor") in any way; is designed to solicit, or collect personally identifiable information of any Minor, including, but not limited to, name, email address, home address, phone number, or the name of his or her school;
- invades anyone's privacy by attempting to harvest, collect, store, or publish private or personally identifiable information, such as names, email addresses, phone numbers, passwords, account information, credit card numbers, home addresses, or other contact information without their knowledge and willing consent;
- contains falsehoods or misrepresentations that could damage HVAC.com or any third party;
- is pornographic, harassing, hateful, illegal, obscene, defamatory, libelous, slanderous, threatening, discriminatory, racially, culturally or ethnically offensive; incites, advocates, or expresses pornography, obscenity, vulgarity, profanity, hatred, bigotry, racism, or gratuitous violence; encourages conduct that would be considered a criminal offense, give rise to civil liability or violate any law; promotes racism, hatred or physical harm of any kind against any group or individual; contains nudity, violence or inappropriate subject matter; or is otherwise inappropriate;
- is copyrighted, protected by trade secret or otherwise subject to third-party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from the rightful owner to post the material and to grant HVAC.com all of the license rights granted herein;
- contains or promotes an illegal or unauthorized copy of another person's copyrighted work, such as pirated computer programs or links to them, information to circumvent manufacture installed copy-protection devices, pirated music or links to pirated music files, or lyrics, guitar tabs or sheet music, works of art, teaching tools, or any other item the copy, display, use, performance, or distribution of which infringes on another's copyright, intellectual property right, or any other proprietary right;
- is intended to threaten, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion; or to incite or encourage anyone else to do so;
- intends to harm or disrupt another user's computer or would allow others to illegally access software or bypass security on websites or servers, including but not limited, to spamming; impersonates, uses the identity of, or attempts to impersonate a HVAC.com employee, agent,

manager, host, another user, or any other person through any means;

- advertises or solicits a business not related to or appropriate for the Website (as determined by HVAC.com in its sole discretion);
- contains or could be considered "junk mail", "spam", "chain letters", "pyramid schemes", "affiliate marketing", or unsolicited commercial advertisement;
 - contains advertising for ponzi schemes, discount cards, credit counseling, online surveys or online contests;
 - distributes or contains viruses or any other technologies that may harm HVAC.com, or the interests or property of HVAC.com users;
 - contains links to commercial services or websites, except as allowed pursuant to the Terms of Use;
 - is non-local or irrelevant content;
 - contains identical content to other open Postings you have already posted; or uses any form of automated device or computer program that enables the submission of Postings without the express written consent of HVAC.com.

2. PROHIBITIONS ON SENDING MESSAGES

You will not send messages to other users containing:

- offers to make national or international money transfers for amounts exceeding the asking price of a service, with intent to request a refund of any portion of the payment; or
- unsolicited advertising or marketing of a service not offered on the Website or an external website.

3. NO DISCRIMINATION

Employment Postings. Federal, state and local laws prohibit employment postings with any preference, limitation or discrimination based on race, color, religion, sex, national origin, age, handicap or other protected class. HVAC.com will not knowingly accept any Posting for employment which is in violation of the law. HVAC.com has the right, in its sole discretion and without prior notice to you, to immediately remove any employment Posting that discriminates or is any way in violation of any federal, state, or local law.

4. PROHIBITIONS WITH RESPECT TO SERVICES

While using the Website, you shall not:

- violate any laws, third-party rights, Account Policies, or any provision of the Terms of Use, such as the prohibitions described above;
- fail to deliver payment for Services purchased by you, unless the Pro has materially changed the description of the Service description after you negotiate an agreement for such Service, a clear typographical error is made, or you cannot authenticate the Pro's identity;
- fail to perform Services purchased from you, unless the Service User fails to materially meet the terms of the mutually agreed upon agreement for the Services, refuses to pay, a clear typographical error is made, or you cannot authenticate the Service User's identity; manipulate the price of any Service or interfere with other users' Postings;
- Circumvent or manipulate our fee structure (if any), the billing process, or fees owed to HVAC.com; post false, inaccurate, misleading, defamatory, or libelous content (including personal information about any Website user);
- take any action that may undermine the Feedback or ratings systems .

5. FEEDBACK

As a participant in the Website, you agree to use careful, prudent, and good judgment when leaving Feedback for another user. The following actions constitute inappropriate uses of Feedback: (a) threatening to leave negative or impartial Feedback for another user unless that user provides services not included in the original Posting or not agreed to as part of the Service to be provided; (b) leaving Feedback in order to make the Pro or Service User appear better than he or she actually is or was; and (c) including conditions in an Offer or Want that restrict a Pro or a Service User from leaving Feedback.

Sanctions for Inappropriate Use of Feedback: If you violate any of the above-referenced rules in connection with leaving Feedback, HVAC.com, in its sole discretion, may take any of the following actions: (i) cancel your Feedback or any of your Postings; (ii) limit your Account privileges; (iii) suspend your Account; and/or (iv) decrease your status earned via the Feedback page.

Reporting Inappropriate Use of Feedback. You may contact HVAC.com regarding any inappropriate use of Feedback via-email at support@HVAC.com.com.

Resolving Disputes in Connection with Feedback: In the event of any dispute between users of the Website concerning Feedback, HVAC.com shall be the final arbiter of such dispute. Further, IN THE EVENT OF ANY DISPUTE BETWEEN USERS OF THE WEBSITE CONCERNING FEEDBACK,

HVAC.com HAS THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO REMOVE SUCH FEEDBACK OR TAKE ANY ACTION IT DEEMS REASONABLE WITHOUT INCURRING ANY LIABILITY THEREFOR.

The foregoing lists of prohibitions provide examples and is not complete or exclusive. HVAC.com reserves the right to (a) terminate your access to your Account, your ability to post to this Website (or the Services) and

(b) refuse, delete or remove, move or edit the content, in whole or in part, of any Postings; with or without cause and with or without notice, for any reason or no reason, or for any action that HVAC.com determines is inappropriate or disruptive to this Website or to any other user of this Website and/or Services. HVAC.com reserves the right to restrict the number of e-mails or other messages that you are allowed to send to other users to a number that HVAC.com deems appropriate in HVAC.com's sole discretion. HVAC.com may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct.

When legally required or at HVAC.com's discretion, HVAC.com will cooperate with law enforcement agencies in any investigation of alleged illegal activity on this Website or on the Internet. **HVAC.com does not and cannot review every Posting posted to the Website. These prohibitions do not require HVAC.com to monitor, police or remove any Postings or other information submitted by you or any other user.**

D. Rules for Pros

1. PROFILES AND OFFERS MUST NOT BE FRAUDULENT

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Pros shall not: (a) list Services or offers relating to any Service in a category that is inappropriate to the Service they are offering; (b) misrepresent the location at which they will provide a Service; (c) include brand names or other inappropriate keywords in their Profile, Offer, Want, Feedback, or any other title or description relating to a Service; (d) use misleading titles that do not accurately describe the Service; or (e) include any information in their Profile that is fraudulent.

2. PROFILES AND OFFERS CANNOT USE TECHNIQUES TO AVOID OR CIRCUMVENT

HVAC.com FEES

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Pros shall not: (a) exceed multiple Posting limits; (b) use their Profile page or user name to promote prohibited

services.

3. PROFILES AND OFFERS MUST PROMOTE A FAIR PLAYING FIELD AND PROVIDE A SAFE, SIMPLE, AND POSITIVE EXPERIENCE FOR ALL WEBSITE USERS

Subject to any exceptions set forth in these Terms of Use or Additional Policies, if any, Pros shall not: (a) solicit Service Users to mail cash or use other payment methods not specifically permitted by HVAC.com as approved payment methods; (b) include links that do not conform to HVAC.com's policies with respect to third-party links; (c) promote raffles, prizes, bonuses, games of chance, giveaways, or random drawings; (d) use profanity in any Posting; (e) include third-party endorsements in a Posting

4. EXPECTATIONS AND STANDARDS OF SERVICE FOR PROS

HVAC.com may be used to connect Consumer Users to Pros for the provision of heating, ventilation, and air conditioning work (herein referred to as "Project[s]"). Pros must complete every Project while conforming to the standards listed herein. Failure to abide by the standards may result in expulsion from the HVAC.com network at HVAC.com's sole discretion.

For all Projects, Pros agree to:

1. Obtain all permits required by law for every job.
2. Start up equipment to comply with manufacturer's documented installation instructions.
3. Comply with all documented manufacturer installation guidelines and instructions.
4. Comply with all local and national building codes.
5. Comply with all EPA refrigerant-handling rules.
6. Pass inspection upon completion of the job.
7. Include a 100% customer satisfaction guarantee for a minimum of one full year from the job completion date.. All work will be completed to Customer's complete satisfaction. Pro will return as needed for the duration of the aforementioned customer satisfaction guarantee time period, at no additional charge, to repair/replace/adjust installation as necessary until Customer is satisfied.

5. SANCTIONS FOR VIOLATING ANY OF THE RULES FOR PROS

If a Pro violates any of the above-referenced rules, HVAC.com, in its sole discretion, may take any of the following actions: (a) limit the Pro's Account privileges; (b) suspend the Pro's Account; (c) cause the

Pro to forfeit any fees earned on a canceled Posting; and/or (d) decrease the Pro's status earned via the Feedback page.

E. Rules for Service Users

1. SERVICE USERS SHALL NOT TAKE ANY OF THE FOLLOWING ACTIONS:

- (a) commit to purchasing or using a Service without paying; (b) sign up for, negotiate a price for, use, or otherwise solicit a Service with no intention of following through with your use of or payment for the Service;
- (c) agree to purchase a Service when you do not meet the Pro's terms as outlined in the Posting, or agree to purchase a Service with the intention of disrupting a Posting; or (d) misuse any options made available now or in the future by HVAC.com in connection with the use or purchase of any Service.

2. SANCTIONS FOR VIOLATING ANY OF THE RULES FOR SERVICE USERS

If a Service User violates any of the above-referenced rules, HVAC.com, in its sole discretion, may take any of the following actions: (a) limit the Service User's Account privileges; (b) suspend the Service User's Account; and/or (c) decrease the Service User's status earned via the Feedback page.

F. Use of Submitted Content

1. NO CONFIDENTIALITY

The Website may now or in the future permit the submission of videos or other communications submitted by you and other users, including without limitation, your Profile, any Feedback, and all Submitted Content, and the hosting, sharing, and/or publishing of such Submitted Content. You understand that whether or not such Submitted Content is published, HVAC.com does not guarantee any confidentiality with respect to any Submitted Content.

You agree that any Submitted Content provided by for which you authorize to be searchable by Registered Users who have access to the Website is provided on a non-proprietary and non-confidential basis. You agree that HVAC.com shall be free to use or disseminate such freely searchable Submitted Content on an unrestricted basis for the purpose of providing the Services.

You agree that HVAC.com may publicize your enrollment in and/or use of the HVAC.com contractor network in its sole discretion. The contractor network is a public network, and your enrollment in

and/or use of the network may be public to other HVAC.com users and non-users. As such, do not enroll in the contractor network if you do not wish for knowledge of your enrollment to be made public in any means that HVAC.com deems appropriate in its sole discretion.

2. YOUR REPRESENTATIONS AND WARRANTIES

You shall be solely responsible for your own Submitted Content and the consequences of posting or publishing it. In connection with Submitted Content, you affirm, represent, and/or warrant that: (a) you own or have the necessary licenses, rights, consents, and permissions to use and authorize HVAC.com to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Submitted Content to enable inclusion and use of the Submitted Content in the manner contemplated by the Website and these Terms of Use; and (b) you have the written consent, release, and/or permission of each and every identifiable individual person in the Submitted Content to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of the Submitted Content in the manner contemplated by the Website and these Terms of Use. You agree to pay for all royalties, fees, and any other monies owing any person by reason of any Submitted Content posted by you to or through the Website.

3. YOUR OWNERSHIP RIGHTS AND LICENSE TO HVAC.com

You retain all of your ownership rights in your Submitted Content. By submitting the Submitted Content to HVAC.com for posting on the Website, you hereby grant, and you represent and warrant that you have the right to grant, to HVAC.com a limited license to post the Submitted Content on the HVAC.com Website. You also hereby grant each user of the Website a limited license to access your Submitted Content through the Website. No other licenses with respect to the Submitted Content are hereby granted by any party.

You acknowledge and understand that the technical processing and transmission of the Website, including your Submitted Content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You may remove your Submitted Content from the Website at any time. If you choose to remove your Submitted Content, the license granted above will automatically expire.

4. HVAC.com's DISCLAIMERS AND RIGHT TO REMOVE

HVAC.com does not endorse any Submitted Content or any opinion, recommendation, or advice expressed therein, and HVAC.com expressly disclaims any and all liability in connection with all

Submitted Content. HVAC.com does not permit copyright infringing activities and infringement of intellectual property rights on the Website, and HVAC.com will remove any Data (as defined below) or Submitted Content if properly notified, pursuant to the "take down" notification procedure described in Section J below, that such Posting or Submitted Content infringes on another's intellectual property rights. HVAC.com reserves the right to remove any Data or Submitted Content without prior notice. HVAC.com will also terminate a user's access to the Website, if he or she is determined to be a repeat infringer. A repeat infringer is a Website user who has been notified of infringing activity more than twice and/ or has had Submitted Content removed from the Website more than twice. HVAC.com also reserves the right, in its sole and absolute discretion, to decide whether any Data or Submitted Content is appropriate and complies with these Terms of Use for all violations, in addition to copyright infringement and violations of intellectual property law, including, but not limited to, pornography, obscene or defamatory material, or excessive length. HVAC.com may remove such Submitted Content and/or terminate a user's access for uploading such material in violation of these Terms of Use at any time, without prior notice and in its sole discretion. You acknowledge and understand that when using the Website, you will be exposed to Submitted Content from a variety of sources, and that HVAC.com is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Submitted Content. You further acknowledge and understand that you may be exposed to Submitted Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against HVAC.com with respect thereto, and agree to indemnify and hold HVAC.com, its owners, members, managers, operators, directors, officers, agents, affiliates, and/or licensors, harmless to the fullest extent allowed by law regarding all matters related to your use of the Website. You are solely responsible for the photos, profiles and other content, including, without limitation, Submitted Content, that you publish or display on or through the Website, or transmit to other Website users. You understand and agree that HVAC.com may, in its sole discretion and without incurring any liability, review and delete or remove any Submitted Content that violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Website users or others.

5. SUGGESTIONS.

If you send or transmit any communications, comments, questions, suggestions, or related materials to HVAC.com, whether by letter, email, telephone, or otherwise (collectively, "Suggestions"), suggesting or recommending changes to the Website, including, without limitation, new features or functionality relating thereto, all such Suggestions are, and will be treated as, non-confidential and non-proprietary. You hereby assign all right, title, and interest in, and HVAC.com is free to use, without any attribution or compensation to you, any ideas, know-how, concepts, techniques, or other intellectual property and

proprietary rights contained in the Suggestions, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Suggestions. You understand and agree that HVAC.com is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Suggestions, and you have no right to compel such use, display, reproduction, or distribution.

G. Warranties and Guarantees of Employment Screening Practices and Sex Offender Registries

HVAC.com uses a variety of tools in an effort to make our website as safe as possible for Pros and Service Users. Accordingly, by requesting to use, registering to use, and/or using HVAC.com, all Pros warrant and guarantee that they have taken appropriate steps to screen all employees, contractors, agents, and any other persons who use HVAC.com or interact with other users of the Website to ensure their fitness for such activities pursuant to industry norms, customs, and standards. Industry norms, customs, and standards for employment screenings for companies acting as Pros may include drug screenings, background checks, credit reports, and registered sex offender screenings. In the event that a Pro has not conducted appropriate screenings on all of its employees, contractors, agents, and any other persons associated with the company who use HVAC.com or interact with other users of the Website to ensure their fitness for the task, the Pro shall not register or use the site for the purpose of interacting with other users.

By requesting to use, registering to use, and/or using HVAC.com, you represent and warrant that you and each member of your household have not been and are not currently required to register as a sex offender with any government entity.

HVAC.com reserves the right to request confirmation of any employment screenings conducted by Pros, and may take any action to restrict or remove Pros' ability to use HVAC.com at HVAC.com's discretion as it sees fit in the event it believes the Pro's screening process is inadequate, or based on information collected by the screening process.

HVAC.com may request detailed information regarding Pros employment screening processes and standards, and reserves the right to limit or revoke access to and use of the Website for any reason based on the type, manner, or standards of employment screening processes that Pros maintain.

If a Pro does not adhere to industry norms, customs, and standards for employment screenings within their service industry, no owners, agents, officers, employees, or any other representatives of the Pro shall use or register to use the services of the Website.

H. Copyright Infringement Take Down Procedure

If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement and/or trademark infringement, please notify HVAC.com immediately via electronic mail sent to support@HVAC.com. When contacting us regarding this type of issue, please include the following information:

(i) identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works at a single online site are covered by a single notification, a representative list of such works at that site; (ii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled at the Website, and information reasonably sufficient to permit HVAC.com to locate the material.; (iii) a written statement that you have a good faith belief that the disputed use is not authorized by the copyright and/or trademark owner, its agent, or the law;

(iv) information reasonably sufficient to permit HVAC.com to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted; (v) an electronic or physical signature of the person authorized to act on behalf of the owner of an exclusive interest that is allegedly infringed; and (vi) a statement by you, made under penalty of perjury, that the information in your report is accurate and that you are the owner of the exclusive right or authorized to act on the behalf of the owner of the exclusive right. A statement by you comprised of the foregoing points is referred to herein as the "Notice."

You acknowledge that if you fail to comply with all of the requirements, your Notice may not be valid. HVAC.com will remove any infringing material, subject to the procedures outlined in bodies of governing law.

Only the intellectual property rights owner is permitted to report potentially infringing items through HVAC.com's reporting system set forth above. If you are not the intellectual property rights owner, you should contact the intellectual property rights owner and they can choose whether to use the procedures set forth in these Terms of Use.

I. Modifications to or Termination of Website

1. MODIFICATION OR CESSATION OF WEBSITE

HVAC.com reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice and in its sole discretion. You agree that HVAC.com shall not be liable to you or to any third party for any modification, suspension or discontinuance of HVAC.com services.

2. TERMINATION BY HVAC.com

You hereby acknowledge and agree that HVAC.com, in its sole and absolute discretion, has the right (but not the obligation) to delete, terminate, or deactivate your Account, block your email or IP address, cancel the Website or otherwise terminate your access to or participation in the use of the Website (or any part thereof), or remove and discard any Submitted Content on the Website ("Termination of Service"), immediately and without notice, for any reason, including without limitation, Account inactivity or if HVAC.com believes or has reason to believe that you have violated any provision of the Terms of Use.

3. TERMINATION BY YOU

You may cancel your use of the Website and/or terminate the Terms of Use with or without cause at any time by following the link in your Account under "Account Preferences" to "Deactivate Account."

4. EFFECT OF TERMINATION

Upon termination of your Account, your right to participate in the Website, including, but not limited to, your right to offer or purchase Services and your right to receive any fees or compensation, including, without limitation, referral discounts, incentive bonuses, or other special offer rewards, shall automatically terminate. You acknowledge and agree that your right to receive any fees or compensation hereunder is conditional upon your proper use of the Website, your adherence to the Terms of Use, the continuous activation of your Account, and your permitted participation in the Website. In the event of Termination of Service, your Account will be disabled and you may not be granted access to your Account or any files or other data contained in your Account. Notwithstanding the foregoing, residual data may remain in the HVAC.com system.

Upon Termination of Service, the following shall occur: all licenses granted to you hereunder will immediately terminate; and you shall promptly destroy all copies of HVAC.com Data (as defined below), Marks (as defined below) and other content in your possession or control. You further

acknowledge and agree that HVAC.com shall not be liable to you or any third party for any termination of your access to the Website. Upon Termination of Service, HVAC.com retains the right to use any data collected from your use of the Website for internal analysis and archival purposes, and all related licenses you have granted HVAC.com hereunder shall remain in effect for the foregoing purpose. In no event is HVAC.com obligated to return any Submitted Content to you. All sections of these Terms of Use, shall survive expiration or termination of the Website or your Account.

You agree to indemnify and hold HVAC.com, and its officers, managers, members, affiliates, successor, assigns, directors, agents, Pros, suppliers, and employees harmless from any claim or demand, including reasonable attorneys' fees and court costs, made by any third party due to or arising out of the Termination of Service.

J. Intellectual Property Rights

1. HVAC.com OWNS OR HOLDS THE LICENSES TO ALL DATA AND MARKS ON THE WEBSITE

The content on the Website (exclusive of all Submitted Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Data") and the trademarks, service marks and logos contained therein ("Marks"), are owned by HVAC.com, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Other trademarks, names and logos on this Website are the property of their respective owners.

Data on the Website is provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. HVAC.com reserves all rights not expressly granted in and to the Website and the Data. You agree not to use, copy, or distribute, any of the Data other than as expressly permitted herein, including any use, copying, or distribution of Submitted Content obtained through the Website for any commercial purposes. If you download or print a copy of the Data for personal use, you must retain all copyright and other proprietary notices contained thereon. You agree not to circumvent, disable or otherwise interfere with security features of the Website or features that prevent or restrict use or copying of any Data or enforce limitations on use of the Website or the Data therein.

2. HVAC.com'S LICENSE TO YOU FOR THE USE OF DATA AND MARKS

The Website contains HVAC.com's Data and Marks, which are, or may become, protected by copyright, trademark, patent, trade secret and other laws, and HVAC.com owns and retains all rights in the HVAC.com Data and Marks. Subject to these Terms of Use, HVAC.com hereby grants you a limited, revocable, nontransferable, nonsublicensable license to reproduce and display the HVAC.com Data (excluding any software source code) solely for your personal use in connection with accessing and participating in the Website.

The Website may also contain Data of other users or licensors, which you shall not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell.

HVAC.com may authorize you to use an "Embeddable Player" feature, which you may incorporate into your own personal, non-commercial websites for use in accessing the materials on the Website; provided, however, that you provide a link back to the Website on any pages that contain the Embeddable Player.

HVAC.com reserves the right to discontinue any aspect of the Website at any time.

In some instances, HVAC.com may allow participating pros to broadcast their participation with HVAC.com by use of certain marks or medallions provided by HVAC.com, which may be placed on Pros' personal websites. When using such marks and medallions, Pros must not modify their design, shape, colors, etc., and the marks must maintain the exact aspect ratio as they increase or decrease the size of the marks or medallions. All marks and medallions provided by HVAC.com must be clickable and include an active back link to HVAC.com with the link "alt text" in the html being HVAC.com. HVAC.com retains the right to require Pros to cease using any such marks or medallions immediately, in its sole discretion, after being notified by HVAC.com to discontinue use.

K. HVAC.com Fees

1. FEES INCURRED BY PROS

Many uses of HVAC.com are free. HVAC.com reserves the right at its sole discretion to charge fees to Pros for other services that HVAC.com may provide, including but not limited to fees for contacting Service Users, enhancing listings and Website use results, responding to job leads generated by HVAC.com, or conducting transactions with Service Users through HVAC.com.

HVAC.com offers premium services to Pros for a fee and may in the future offer additional services that Pros can also choose to purchase. HVAC.com reserves the right to charge fees for these services at its sole discretion, even if those services have previously not been offered, or have been offered for free.

2. FEES INCURRED BY SERVICE USERS

Many uses of HVAC.com are free. HVAC.com currently charges Service Users no fees for transactions completed on the Website between Service Users and Services Pros. However, HVAC.com reserves the right to charge a fee to Service Users in the future on a per-transaction basis, and reserves the right to do so in its sole discretion. Changes to this Fee Policy are effective after HVAC.com has posted the changes on the Website, or has otherwise notified you, through your use of the Website or otherwise, of the changes.

3. If applicable, you agree to pay all fees or charges to your Account based on HVAC.com's fees, charges, and billing terms then in effect. If you do not pay on time or if HVAC.com cannot charge your credit card, PayPal or other payment method for any reason, HVAC.com reserves the right to either suspend or terminate your access to the Website and account and terminate these Terms of Use. You are expressly agreeing that HVAC.com is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of this Website and the fees will be billed to your credit card, PayPal or other payment method designated at the time you make a purchase or register for a fee-based service. 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 HVAC.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

4. TAXES

You understand that we are acting solely as a platform for Users to interact and conduct business and commerce. Because state and local tax laws vary significantly by locality, you understand and agree that you are solely responsible for determining your own tax reporting requirements in consultation with tax advisors, and that we cannot and do not offer tax advice to either pros or service users.

L. Negotiation of Terms of Service; Disputes Between Registered Users

1. NEGOTIATION WORKSHEET AND CONTRACT TEMPLATE

You should not rely on the any information or resources contained on the Website, as a replacement or

substitute for any professional, financial, legal or other advice or counsel. HVAC.com makes no representations and warranties, and expressly disclaims any and all liability, concerning actions taken by a user following the information or using the resources offered or provided on or through the Websites. In no way will HVAC.com be responsible for any actions taken or not taken based on the information or resources provided on this Website. If you have a situation that requires professional advice, you should consult a qualified specialist. Do not disregard, avoid or delay obtaining professional advice from a qualified specialist because of information or resources that are provided on this Website, however provided.

2. HVAC.com IS NOT A PARTY TO ANY SERVICE CONTRACT

Each Registered User hereby acknowledges and agrees that HVAC.com is NOT a party to any oral or written Agreement for Service, or any contract entered into between Registered Users in connection with any Service offered, directly or indirectly, through the Website.

3. NO AGENCY OR PARTNERSHIP

No agency, partnership, joint venture, or employment is created as a result of the Terms of Use or your use of any part of the Website or Agreement for Service. You do not have any authority whatsoever to bind HVAC.com in any respect. All Pros are independent contractors. Neither HVAC.com nor any users of the Website may direct or control the day-to-day activities of the other, or create or assume any obligation on behalf of the other.

4. DISPUTES BETWEEN REGISTERED USERS

Subject to the provisions regarding disputes between Website participants in connection with Feedback, your interactions with individuals and/or organizations found on or through the Website, including payment of and performance of any Service, and any other terms, conditions, warranties or representations associated with such transactions or dealings, are solely between you and such individual or organization. You should take reasonable precautions and make whatever investigation or inquiries you deem necessary or appropriate before proceeding with any online or offline transaction with any third party, including without limitation, Pros and Service Users.

You understand that deciding whether to use the Services of a Pro or provide Services to a Service User or use information contained in any Submitted Content, including, without limitation, Postings, Offers, Wants and/or Feedback, is your personal decision for which alone are responsible. You understand that HVAC.com does not and cannot make representations as to the suitability of any individual you may

decide to interact with on or through the Website and/or the accuracy or suitability of any advice, information, or recommendations made by any individual.

NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT HVAC.com SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE OF ANY SORT WHATSOEVER INCURRED AS THE RESULT OF ANY SUCH TRANSACTION OR DEALINGS. IF THERE IS A DISPUTE BETWEEN PARTICIPANTS ON THE WEBSITE, OR BETWEEN REGISTERED USERS OR ANY WEBSITE USER AND ANY THIRD PARTY, YOU ACKNOWLEDGE AND AGREE THAT HVAC.com IS UNDER NO OBLIGATION TO BECOME INVOLVED. IN THE EVENT THAT A DISPUTE ARISES BETWEEN YOU AND ONE OR MORE WEBSITE USERS, REGISTERED USERS OR ANY THIRD PARTY, YOU HEREBY RELEASE HVAC.com, ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, AND SUCCESSORS IN RIGHTS FROM ANY CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FORESEEABLE OR UNFORESEEABLE, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY RELATED TO SUCH DISPUTES AND/OR THE WEBSITE OR ANY SERVICE PROVIDED THEREUNDER.

M. Dispute Resolution

If a dispute arises between you and HVAC.com, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and HVAC.com hereby agree that we will resolve any claim or controversy at law or equity that arises out of the Terms of Use or the Website in accordance with this Section M or as we and you otherwise agree in writing. Before resorting to the filing of a formal lawsuit, we strongly encourage you to first contact us directly to seek a resolution via e-mail at support@HVAC.com. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

1. GOVERNING LAW

The Terms of Use and your use of the Website shall be governed in all respects by the laws of the State of Ohio, without regard to choice of law provisions, and not by the 1980 U.N. Convention on contracts for the international sale of goods. You agree that jurisdiction over and venue in any legal proceeding directly or indirectly arising out of or relating to the Website shall be in the state or federal courts located in Warren County, Ohio. Any cause of action or claim you may have with respect to the Website must be commenced within one (1) year after the claim or cause of action arises. HVAC.com's

failure to insist upon or enforce strict performance of any provision of these terms and conditions shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any of these terms and conditions. HVAC.com may assign its rights and duties under this Agreement to any party at any time without notice to you.

N. Advertisements

Aspects of the Website and other HVAC.com services may be supported by advertising revenue. As such, HVAC.com may display advertisements and promotions on the service. The manner, mode and extent of advertising by HVAC.com on the Website are subject to change and the appearance of advertisements on the Website does not necessarily imply endorsement by HVAC.com of any advertised products or services. You agree that HVAC.com shall not be responsible or liable for any loss or damage of any sort incurred by you as a result of any such dealings or as the result of the presence of such advertisers on the Website.

O. Third-party Links, Contact Forms and Phone Numbers

The Website may provide, or third parties may provide, links, contact forms and/or phone numbers to other websites or resources, including, without limitation, social networking, blogging and similar websites through which you are able to log into the Website using your existing account and log-in credentials for such third-party websites. Certain areas of the Website may allow you to interact and/or conduct transactions with such third-party sites, and, if applicable, allow you to configure your privacy settings in your third-party site account to permit your activities on the Website to be shared with your contacts in your third-party site account. Because HVAC.com has no control over such sites and resources, you acknowledge and agree that HVAC.com is not responsible for the availability of such external sites or resources, and is not responsible or liable for any content, advertising, products, goods or services on or available from such websites or resources. Unless expressly stated on the Website, links to third-party sites should in no way be considered as or interpreted to be HVAC.com's endorsement of such third-party sites or any product or service offered through them. You further acknowledge and agree that HVAC.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, advertising, product, goods or services available on or through any such website or resource. The Third-party website may have different privacy policies and terms and conditions and business practices than HVAC.com. In certain situations, you may be transferred to a Third-party website through a link or connected to a Third-party resource by a contact form or phone but it may appear that you are still on this Website or transacting with HVAC.com. In these situations, you acknowledge and agree that the Third-party website terms and conditions and privacy policy apply in this situation. Your

dealings and communications through the Website with any party other than HVAC.com are solely between you and such third party. Any complaints, concerns or questions you have relating to materials provided by third parties should be forwarded directly to the applicable third party.

P. Disclaimer of Warranties

YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, HVAC.com AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, PROS, SUPPLIERS, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND MAKE NO WARRANTIES, REPRESENTATIONS, OR GUARANTEES IN CONNECTION WITH THIS WEBSITE, THE SERVICES OFFERED ON OR THROUGH THIS WEBSITE, ANY DATA, MATERIALS, SUBMITTED CONTENT, RELATING TO THE QUALITY, SUITABILITY, TRUTH, ACCURACY OR COMPLETENESS OF ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS WEBSITE, INCLUDING WITHOUT LIMITATION THE MATERIALS, DATA AND SUBMITTED CONTENT OF OTHER USERS OF THIS SITE OR OTHER THIRD PARTIES. UNLESS OTHERWISE EXPLICITLY STATED, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS WEBSITE, THE SERVICES OFFERED ON OR THROUGH THIS WEBSITE, DATA, MATERIALS, SUBMITTED CONTENT, AND ANY INFORMATION OR MATERIAL CONTAINED OR PRESENTED ON THIS WEBSITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE" AND "WHEREIS" BASIS WITH NO WARRANTY OF IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. HVAC.com DOES NOT PROVIDE ANY WARRANTIES AGAINST ERRORS, MISTAKES, OR INACCURACIES OF DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT, ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY, ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE, ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY DATA, CONTENT, INFORMATION, MATERIALS, SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE WEBSITE. HVAC.com DOES NOT ENDORSE, WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A

THIRD PARTY THROUGH THE WEBSITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISEMENT. HVAC.com WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY PARTY, INCLUDING THIRDPARTY PROS OF PRODUCTS OR SERVICES. AS WITH THE USE OF ANY PRODUCT OR SERVICE, AND THE PUBLISHING OR POSTING OF ANY MATERIAL THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

Q. Limitations of Liability

1. IN NO EVENT SHALL HVAC.com, OR ITS RESPECTIVE OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, PROS, SUPPLIERS, ATTORNEYS OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ACCESS TO OR USE OF THE WEBSITE OR ANY SERVICES OFFERED BY ANY PROS VIA THE WEBSITE, INCLUDING SERVICES PROVIDED PURSUANT TO AN AGREEMENT FORMED INDEPENDENTLY OF THE WEBSITE, WHETHER OR NOT AN AGREEMENT FOR SERVICE FORMED VIA THE WEBSITE IS IN EFFECT; (II) ERRORS, MISTAKES, OR INACCURACIES OF DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE WEBSITE BY ANY THIRD PARTY; (V) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (VI) ANY ERRORS OR OMISSIONS IN ANY DATA, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT; (VII) ANY FAILED NEGOTIATIONS FOR A SERVICE, ANY DISPUTES THAT ARISE DURING OR AFTER THE NEGOTIATION OF A SERVICE OR THE FORMATION OF A CONTRACT FOR A SERVICE, OR ANY OTHER DISPUTE THAT ARISES BETWEEN USERS OF THE WEBSITE; (VIII) ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY; OR (IX) ANY USE OF ANY DATA, MARKS, CONTENT, INFORMATION, MATERIALS OR SUBSTANCE OF THE WEBSITE OR SUBMITTED CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT HVAC.com IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST

EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

2. IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF HVAC.com, OR ANY OF THE ABOVE- REFERENCED RESPECTIVE PARTIES, ARISING FROM OR RELATING TO THE WEBSITE, AND/OR SUBMITTED CONTENT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO HVAC.com BY YOU HEREUNDER.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT HVAC.com SHALL NOT BE LIABLE FOR SUBMITTED CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. YOU FURTHER ACKNOWLEDGE AND AGREE THAT HVAC.com SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM OR RELATING TO ANY CONTRACT BETWEEN WEBSITE USERS ENTERED INTO INDEPENDENTLY OF THE WEBSITE.

THE WEBSITE MAY CONTAIN LINKS TO THIRD-PARTY WEBSITES THAT ARE NOT OWNED OR CONTROLLED BY HVAC.com. HVAC.com DOES NOT HAVE ANY CONTROL OVER, AND ASSUMES NO RESPONSIBILITY FOR, THE CONTENT, PRIVACY POLICIES, OR PRACTICES OF ANY THIRD-PARTY WEBSITES. IN ADDITION, HVAC.com WILL NOT AND CANNOT CENSOR OR EDIT THE CONTENT OF ANY THIRD-PARTY SITE. BY USING THE WEBSITE, YOU EXPRESSLY RELIEVE HVAC.com FROM ANY AND ALL LIABILITY ARISING FROM YOUR USE OF ANY THIRDPARTY WEBSITE. ACCORDINGLY, PLEASE BE ADVISED TO READ THE TERMS AND CONDITIONS AND PRIVACY POLICY OF EACH THIRD-PARTY WEBSITE THAT YOU VISIT, INCLUDING THOSE DIRECTED BY THE LINKS CONTAINED ON THE WEBSITE.

3. FORCE MAJEURE

Neither HVAC.com nor you shall be liable to the other for any delay or failure in performance under the Terms of Use, other than payment obligations, arising out of a cause beyond its control and without its fault or negligence. Such causes may include, but are not limited to fires, floods, earthquakes, strikes, unavailability of necessary utilities, blackouts, acts of God, acts of declared or undeclared war, acts of regulatory agencies, or national disasters.

R. Indemnification and Release

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS HVAC.com, AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, PROS, SUPPLIERS, AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) ARISING FROM YOUR USE OF, ACCESS TO, AND PARTICIPATION IN THE WEBSITE; YOUR VIOLATION OF ANY PROVISION OF THE TERMS OF USE, INCLUDING THE PRIVACY POLICY; YOUR VIOLATION OF ANY THIRD-PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, PROPRIETARY, INTELLECTUAL PROPERTY, OR PRIVACY RIGHT; OR ANY CLAIM THAT YOUR SUBMITTED CONTENT CAUSED DAMAGE TO A THIRD PARTY. THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF SERVICE AND YOUR USE OF THE WEBSITE.

IF YOU HAVE A DISPUTE WITH ONE OR MORE WEBSITE USERS, YOU FOREVER RELEASE HVAC.com (AND ITS OFFICERS, MANAGERS, MEMBERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBSIDIARIES, AFFILIATES, PROS, SUPPLIERS, AGENTS, SUBSIDIARIES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE WEBSITE AND/OR ANY SUBMITTED CONTENT.

THE TERMS OF USE, AND ANY RIGHTS AND LICENSES GRANTED HEREUNDER, MAY NOT BE TRANSFERRED OR ASSIGNED BY YOU, BUT MAY BE ASSIGNED BY HVAC.com WITHOUT RESTRICTION.

If you are a California resident, you waive California Civil Code Section 1542, which provides the following:

- 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 similar to California Civil Code section 1542 that governs your rights in the jurisdiction of your residence.

S. Exclusions and Limitations

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS OF SECTIONS Q AND R MAY NOT APPLY TO YOU.

T. No Third-party Beneficiaries

You agree that, except as otherwise expressly provided in the Terms of Use, there shall be no third-party beneficiaries to the Terms of Use.

U. Notice

You agree that HVAC.com may provide you with notices, including those regarding changes to the Terms of Use, by email, regular mail, or postings on the Website.

V. General Information

1. ENTIRE TERMS OF USE

The Terms of Use, together with the Privacy Policy and any other legal notices or Additional Policies published by HVAC.com on the Website, shall constitute the entire agreement between you and HVAC.com concerning the Website. If any provision of the Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of the Terms of Use, which shall remain in full force and effect.

No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and HVAC.com's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

2. STATUTE OF LIMITATIONS

You agree that any cause of action arising out of or related to the Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

3. SECTION HEADINGS

The section headings in the Terms of Use are for convenience only and have no legal or contractual effect.