

These terms and conditions govern every aspect of the relationship between you and CraftJack, Inc. (referred to herein as "the Company", "we" or "us"). As used herein, the terms "you," "your" and "yourself" shall mean collectively you, your company and any of your company's affiliates, successors and assigns, agents, employees, representatives, subcontractors and any individuals performing work on your behalf. References to the Company's Website include any and all websites owned, operated or maintained by us now or in the future.

## 1. Subscription

1. By enrolling in the Company's program described herein, establishing an account with us ("Enrollment"), and using our lead referral service ("our Service"), you agree to these Terms and Conditions, forming a legally binding contract with us which controls your use of our Service and the Website
2. We developed and maintain this Website and other websites to obtain requests ("Leads") from individuals or entities ("Consumers") that request construction, home and building repair work or services ("Construction Services"), which Leads we sell to a network of qualified contractors who subscribe to our service. We may also obtain Leads from our affiliates or third parties, and provide your contact information, as shown in your Profile, to a Consumer.
3. Upon Enrollment, you will complete our standardized Enrollment form, providing information about yourself and your company, which information you will then save to our Website. You will indicate the particular Construction Services that you are willing and able to provide, and the zip code(s) or geographic area(s) in which you are willing and able to provide Construction Services ("Service Area"). We will use such information to create your Website profile (your "Profile"). You will also register a credit card and authorize us to charge all amounts billed to you under this Agreement to such credit card.

## 2. Pricing, Payment and Refund Terms

1. Upon Enrollment, we will initiate an account for you (your "Account") and, at your selection, debit your Credit Card either in the amount of four hundred dollars (\$400.00), which includes \$100 of free lead credit, or debit your Credit Card in the amount of one hundred dollars (\$100.00), which includes no lead credit. All amounts prepaid to your Account and all credits to your Account are non-refundable.
2. The purchase price of each Lead is based upon the type of Construction Services requested by a Consumer, as set forth in the pricing schedule on the Website. You will be notified of any changes to the pricing schedule not less than seven (7) days prior to the effective date of any such change. Upon Enrollment, you will select the maximum dollar value of Leads that you agree to purchase each month ("Monthly Lead Budget"). You may change your Monthly Lead Budget by modifying your Account. We will automatically provide you with Leads up to the dollar value established by you from time to time. To ensure that all funds in your account are used to purchase leads, you agree and authorize us, in our sole discretion, to provide leads for you with a value up to twenty dollars (\$20) in excess of your Monthly Lead Budget. We may periodically provide discounts and incentive programs to you, the terms of which shall be limited to that particular discount or incentive program which shall not otherwise modify the terms of these Terms and Conditions.
3. We will issue an invoice to you whenever your outstanding balance due on your Account exceeds Twenty Dollars (\$20.00) or, in our sole discretion, some higher amount for which you shall from time to time qualify based upon your good payment history. We will also issue an invoice to you when you begin any month with a balance due. You can access an electronic statement of your Account through the Website. Past due balances will be subject to a late charge of Nine Dollars (\$9.00) plus two percent (2%) per month or the maximum amount permitted by law. In addition, each returned

payment shall incur a twenty dollar (\$20.00) fee. We may turn over a past-due account to a third-party collection agent or counsel and file a report with credit rating agencies.

4. We have no obligation to provide you with a refund or credit for any Leads, whether or not a Consumer elects to use your Construction Services. In our sole discretion, we may issue a credit to your Account, if:
5.
  - You receive one or more Leads in the wrong Construction Service category, provided, however, we may adjust the purchase price in lieu of providing a credit;
  - You receive a Lead with a non-working or incorrect phone number or incorrect email address or where the Consumer provided a false name; provided, however, we will not provide a credit if the Lead does not have the correct address but all other information is correct;
  - We determine that the Consumer never requested to be placed in contact with a contractor or sought information through us pertaining to Construction Services; and
  - Our system provided a Lead in error.
6. All credits to your account shall be issued at the Company's discretion, and only if requested within seventy-two (72) hours after delivery of notification of the Lead to you. Any credit for a Lead shall be deducted from your unpaid invoice in an amount equal to the purchase price of the Lead for which the credit was requested. If the invoice for the lead for which you are requesting credit was already paid, then the credit shall be applied to the current open invoice. No credits will be issued as refunds for leads in which the invoice has already been paid. Notwithstanding any credits to your Account, you acknowledge and agree that you are obligated to pay for all Leads provided by us and credits can only be applied to the future purchase of Leads. By agreeing to these Terms and Conditions, you acknowledge and agree that you understand our refund and credit policy. Any and all fees paid by you to us constitute an advertising fee and shall not be construed to be a referral commission dependent on your successful completion of Construction Services requested by a Consumer. In the event a fee or payment is prohibited by law or violates any applicable law, it shall not be due or payable.
7. Lead Credits are issued to a CraftJack member at our discretion and cannot be transferred between accounts or between users. Lead Credits cannot be bartered, exchanged or sold. Lead Credits are a promotional offer and are not payment instruments. Lead Credits are issued without any exchange of money or value from you and you have no vested property right or interest in them. Lead Credits are provided on a promotional basis only, have no cash or other value and cannot be redeemed for cash or its equivalents by themselves. We reserve the right to limit or cancel your Credits in our sole discretion if we determine that you have violated these Terms of Service, or if we terminate your account for any reason. Lead Credits are only valid during your CraftJack membership, and will expire upon membership termination.

## 3. Leads

1. We have developed, own and maintain confidential, proprietary technology and software that determines the distribution of Leads to contractors in our network.
2. YOU EXPRESSLY UNDERSTAND AND AGREE TO THE FOLLOWING LIMITATIONS:
3.
  - WE DO NOT GUARANTEE TO PROVIDE YOU WITH A PARTICULAR NUMBER OF LEADS;
  - WE MAKE NO REPRESENTATIONS OR WARRANTIES AS TO A CONSUMER'S INTEREST, NEED OR DESIRE TO HIRE A CONTRACTOR OR TO HAVE ANY CONSTRUCTION SERVICES PERFORMED;
  - WE DO NOT GUARANTEE THE ACCURACY OF A CONSUMER'S CONTACT INFORMATION OR THAT YOU WILL SUCCESSFULLY CONTACT THE CONSUMER.
  - THE COMPANY IS NOT A PARTY TO ANY AGREEMENT THAT MIGHT BE REACHED BETWEEN YOU AND ANY

CONSUMER, AND YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER TO WORK FOR, OR TO PROVIDE CONSTRUCTION SERVICES FOR, ANY CONSUMER.

4. Upon Enrollment, you select the method(s) by which we deliver notification to you of Leads. You acknowledge that some delivery methods depend upon third party technology and agree that we not responsible for the interruption of such technology, or for the results therefrom, including failure to deliver notification of a Lead to you. You understand that you can check for notification of, and information about, a Lead by logging into your Account. Under no circumstances shall we be responsible for lost data relating to any Leads.
5. You acknowledge that your prompt contact of Consumer for whom you have been provided a Lead is critical to our business reputation and you thus agree to use your best efforts to contact a Consumer for whom you have been provided a Lead by phone promptly after we deliver notice of such Lead to you, and you further acknowledge that your agreement to promptly contact such Consumers is a material inducement for our agreement to provide Leads to you.
6. You understand that we use third party technology to track and create a record of your attempts to call by phone all Consumers for whom you have been provided a Lead and you consent to our use of such technology. Notwithstanding anything in these Terms and Conditions to the contrary, you shall not be eligible to receive any credit if you fail to attempt to contact a Consumer by phone within five (5) Business Hours of delivery of a Lead. Business Hours are defined as any hour between and including 9:00 a.m. and 5:00 p.m. in the Consumer's Service Area.
7. You will only be provided with Lead for a Consumers who reside in your Service Area, and you acknowledge that we may sell each Lead with respect to a single Consumer simultaneously to up to three contractors that provide Construction Services in that Consumer's Service Area.

## 4. Use of the Website

1. Consumers may review, comment and rate your work on the Website ("Consumer Content"). We reserve the right to contact any Consumer regarding that Consumer's experience with you. You acknowledge that all Consumer Content is solely the opinion of the person posting the Consumer Content and we disclaim any and all responsibility or liability to you for all Consumer Content posted on the Website. You agree that neither you nor anyone affiliated with you or paid by you, directly or indirectly, will post false, intentionally misleading or defamatory statements in the form of Consumer Content on the Website. We shall have sole discretion whether to remove any Consumer Content.
2. Any and all comments you post to the Website (collectively, "Your Comments") shall be owned solely by us, and you grant us a non-exclusive, worldwide, irrevocable, perpetual license to use any and all information and/or images you provide to us to create your Profile, including, but not limited to your name, your company's name, franchise name, photographs, trademarks, logos, trade names or service marks (all of the foregoing, including Your Comments, collectively, "Your Content") and we may use, publish or post Your Content or any part of it at our sole discretion on the Website, in your Profile or in marketing materials and you agree that you are not entitled to receive any compensation for our use of Your Content.
3. You represent (i) all of Your Content is accurate and truthful; (ii) any and all photographs that become part of Your Content portray only your Construction Services; and (iii) that no part of Your Content is copyrighted or is otherwise the intellectual property of any other party, and you understand and agree that you will indemnify the Company against all claims of liability, including but not limited to legal costs and/or any judgment or award, that may arise by virtue of your violation, whether or not intentional, of this provision.
4. You agree that you will not post false or defamatory statements or to violate any third party's rights, including any breach of confidence, privacy right, right of publicity, or any other rights in Your Comments on the Website. We may reject, remove or redact any of Your Content at our sole discretion.

5. 4.5. You may not use any of our trademarked, service-marked or copyrighted material unless you have first been provided prior written authorization by the Company, and such consent by the Company neither conveys any interest in our intellectual property, nor any other intellectual property rights.
6. You are expressly prohibited from registering any of our trademarks or domain names.
7. You agree that you will not copy, display, publish, post or in any way use the Consumer Content, unless we have consented to such use.
8. We may share Your Content with a third-party agent solely to contact you with Leads, and for no other purpose. We reserve the right to disclose your information to our service providers, law enforcement, or government agencies, or in responding to a formal request, such as a judicial proceeding, subpoena, or court order as we, in our sole discretion deem appropriate. In the event of a sale, merger, or acquisition of some or all of the Company's assets, Your Content may be a part of the assets transferred, in which event, we will notify you of any change in ownership of the Company, or in the use of Your Content, and any options you may have regarding Your Content. We may also share aggregated information about users of the Website with third parties.
9. We own the Website Content, including but not limited to visual interfaces, interactive features, graphics, design compilation, computer code, products, software, Consumer Content, Your Comments and all other elements and components of our Service and the Website and the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world associated with the Company, the Website and our Service. You represent and warrant that you are enrolling in our program for the sole purpose of purchasing Leads in accordance with these Terms and Conditions, that you are not a competitor of ours, that we have not previously banned you from use of our Service or the Website and that you will not attempt to circumvent access restrictions, duplicate, create derivatives or reverse engineer the Company's confidential information, proprietary technology, system or software or any of the Website Content or our Service.

## 5. Your Representations and Agreements

Your use of the Website is premised on your agreement with the following representations:

1. You represent that neither you nor your predecessors in interest, majority or controlling shareholders, members, partners and/or your company ("Related Parties") have, within the most recent two years including this year, filed for bankruptcy, had a civil judgment entered against you or them or had any felony criminal conviction(s), unless you have provided to us a written statement requesting an exception which we may grant at our discretion to authorize you to enroll as a contractor on the Website.
2. If at any time during your use of the Website, any of the Related Parties file(s) for bankruptcy or become(s) involved in bankruptcy proceedings, has a civil legal judgment entered against it or is convicted of a felony, you agree to notify us within seven (7) days of such occurrence.
3. You represent that you are not aware of any past or present investigation of you, or action(s) or sanction(s) against you by any governmental or regulatory authority relating to services provided to your customers, that no professional industry organizations have denied or revoked your membership, that all of your licenses and insurance policies related to Construction Services are current, and that no such licensing authority has either revoked or suspended any of your licenses that are related to Construction Services. You agree to notify us of any changes to your status as represented in this paragraph, and you authorize us to verify that all of these representations are true and accurate.
4. You agree to comply at all times with Federal, state and local laws and regulations regarding your performance of Construction Services.
5. You agree not to use unethical or deceptive business practices, illegal acts, actions of wrongdoing or dishonesty

including, but not limited to, charging any Consumer(s) for the fees you pay to us; charging Consumers a greater fee than your other customers for the same Construction Services.

6. You agree that you will not disclose a Consumer's personal information to any third party unless that third party is your employee or subcontractor, your use of the Consumer's personal information is related only to the Construction Services requested by the Consumer, and you have obtained the Consumer's prior consent to disclose such personal information.
7. You agree that only you or your representatives acting directly on your behalf will contact and provide Construction Services for any Consumers whose name was given to you as a Lead, and to notify any such representatives of these Terms and Conditions and obtain their Agreement to comply with its terms and conditions. You shall be responsible and directly liable for any representatives acting on your behalf and for any and all of their violations of these Terms and Conditions and their acts or omissions.
8. You acknowledge that, except as specifically provided herein, your knowingly sharing, distributing, transferring, or selling any Leads, or the information contained therein, sold by us to you shall constitute a breach of these Terms and Conditions and may also constitute fraud and violate personal privacy rights.
9. You agree to maintain accurate and current contact information in your Profile and that we not responsible for a Consumer's inability to contact you.
10. YOU UNDERSTAND AND AGREE THAT THE COMPANY IS NOT A PARTY TO ANY CONTRACT OR AGREEMENT RELATED TO ANY CONSTRUCTION SERVICES THAT YOU MAY PROVIDE TO OR ON BEHALF OF ANY CONSUMER, AND YOU EXPRESSLY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, SUPPLIERS, PARTNERS, EMPLOYEES, AGENTS AND EACH OF THEIR SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS, LIENS, DAMAGES, LIABILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INTELLECTUAL PROPERTY INFRINGEMENT, PERSONAL INJURY, PROPERTY DAMAGE, DECEPTIVE BUSINESS PRACTICES, FRAUD, VIOLATION OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, AND ATTORNEYS' FEES AND COURT COSTS RELATED IN ANY WAY TO YOUR CONSTRUCTION SERVICES WHICH ARE SUBJECT TO THESE TERMS AND CONDITIONS, INCLUDING ANY EXTRA WORK, REGARDLESS OF CAUSE OR ANY OF ITS INDEMNIFIED PARTIES' FAULT OR NEGLIGENCE AND WITHOUT REGARD TO CAUSE OR TO ANY CONCURRENT OR CONTRIBUTING FAULT, STRICT LIABILITY OR NEGLIGENCE, WHETHER SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE BY ANY OF THE INDEMNIFIED PARTIES. WE SHALL NOT BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, LOST REVENUE, LOST PROFITS OR LOSS OF GOODWILL. THE TOTAL AGGREGATE LIABILITY OF THE COMPANY SHALL NOT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO US BY YOU DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS, REGARDLESS OF THE BASIS OR FORM OF CLAIM.
11. OUR SERVICE AND THE LEADS ARE PROVIDED TO YOU "AS IS" AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DISCLAIM ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. 5.12. We may amend the terms of these Terms and Conditions from time to time, and we will notify you of any amendments by making the revised version available on the Website and by sending you, via electronic mail, a copy of the amended Terms and Conditions not less than seven (7) days before the effective date of such amendment. You understand and agree that your continued access to and use of the Website and our Service after the effective date of any amendment indicates your acceptance of the amended Terms and Conditions. Unless otherwise provided herein, any and all notifications required to be provided under these Terms and Conditions shall be solely delivered via email. You may provide notice to us at: [support@craftjack.com](mailto:support@craftjack.com)
12. We may terminate your use of this Website and suspend your rights under this Agreement at our sole discretion upon notice to you and such termination shall be effective upon sending of that notice. We may also, at our discretion and without notice to you, immediately terminate your use of this Website and initiate legal action or proceedings against you to obtain appropriate damages or remedies such as lost revenue, repairs, legal fees, expenses, costs or seek injunctions or equitable relief if we determine that you have misused, or attempted to misuse, the Company's system or database, our

Service, Consumers' personal information, or use of the Website for illegal or harmful activities, or breach or violation of these Terms and Conditions.

13. You may, at any time, terminate your use of this Website upon the Company's receipt of written notice and such termination shall take effect upon the close of business on the day received. If such notice is received after business hours, then the termination shall take effect the next business day. If you terminate this Agreement, you shall not be entitled to any refunds or credits to your Account or amounts prepaid to the Company.
14. If your use of this Website terminates or expires, these Terms and Conditions shall survive with respect to any Leads provided to you during the term of this Agreement, and relationships you may create from those Leads will continue to be governed by these Terms and Conditions, including, but not limited to, any claims that may arise and your obligation to indemnify the Company.
15. You agree to be liable for any and all reasonable attorneys' fees and costs that the Company incurs as a result of taking any legal action to enforce these Terms and Conditions, which shall be governed exclusively by the laws of the State of Illinois. You hereby consent and agree that Cook County, Illinois is the exclusive forum for litigation of any claim by your arising hereunder, and you submit to exclusive jurisdiction in the State of Illinois and waive any right to bring a cause of action in any forum outside of Cook County, Illinois. If any provision of these Terms and Conditions is deemed by a court or other authority of competent jurisdiction to be illegal, invalid or in conflict with any Federal or state or local law or regulation, that law or regulation shall supersede and control and any provision herein found to be illegal, invalid or in conflict shall not be enforceable.
16. This agreement constitutes a non-exclusive contract to provide our Service to you and you acknowledge that we will enter into other agreements with other contractors that may be providing similar Construction Services.
17. Your relationship with the Company shall be as that of an independent contractor and neither party shall hold itself out to be an agent, employee, partner or joint venturer of the other nor shall either party represent itself to have authority to act on behalf of the other.