

Terms of Use

CONSUMER AGREEMENT WITH CraftJack, INC.

The services offered by CraftJack Inc. (“Company”) are conditioned on your acceptance of the following terms, conditions and notices without modification (“Agreement”). The document herein shall refer to you and any of your affiliates, agents, employees, representatives and/or subcontractors as “you” or “Consumer”. We reserve the right to amend the Agreement at any time by posting a revised version of the Agreement on the Company’s website.

1. You represent that, if applicable, you are, as an individual, at least 18 years old and competent to enter into an agreement to use the services offered by the Company.
2. After you insert your name, address telephone number and email address and the type of service you are seeking to have performed, the Company will attempt to match you with a service provider (“Contractor”) that performs services in and around your area (“Service Area”) who might wish to perform work that you need. However, the Company does not guarantee that it will locate a Contractor who is able or disposed to provide services that match your needs. While we do investigate Contractors’ qualifications, we do not make any representations or provide any guarantees for any Contractors’ skills, representations or quality of work that may be performed by any Contractor.
3. While the Company’s goal is to assist you in locating a Contractor, the Company is not responsible for any of the services requested by you or the work performed on your behalf by any Contractor. The Company does not recommend or sanction any particular Contractor, as the Company is not a

party to your independent agreement with a Contractor. The Contractors are not employees or agents of the Company and the Company is not an agent of the contractors. All information about Contractors is confidential and for personal use only.

4. Any agreement you enter into with a Contractor is governed solely by the terms of your agreement and by applicable federal, state or local law. In the event that you have a dispute with a Contractor, that dispute must be addressed directly with the Contractor and you agree to release the Company and its officers, directors, affiliates, employees and agents as well as any other person, firm or entity including the Company's business partners, which may include our network of Contractors, from any damages or claims of every kind arising out of or related to your agreement and/or dealings with a Contractor.
5. CraftJack may, in its sole discretion, conduct criminal and/or financial background checks on individuals employed by certain Contractors. By conducting such background checks, CRAFTJACK DOES NOT WAIVE ANY OF ITS DISCLAIMERS OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER SECTIONS 3 AND 4.
6. INFORMATION YOU PROVIDE TO US/TCPA CONSENT. Upon using the Company, you will be prompted to disclose certain information about yourself and your service requirements, and you will be able to store information, such as home services records, on our website or apps. Some of this information will be sent to Contractors who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent to being contacted by us and by our Contractors via phone, fax, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the

services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. You also authorize the Company to send you an automated prerecorded call confirming your service request, along with calls from up to four Contractors that can help you with your request to the land-line or mobile phone number you provided, and you understand that either the Company or the Contractors may use automated phone technology (including autodialed and prerecorded messages) to call you and that your consent is not required to purchase products or services. You are further giving express consent for CraftJack's contractors to contact you on any day and at any time (including Sundays/holidays and any times outside of normal time periods and/or those prescribed by applicable rules and regulations). For complete details on our use of your information, please see our privacy statement. You agree that by completing a service request, you are entering into a business relationship with the Company and/or a Contractor and thus agree to be contacted by the Company and/or a Contractor. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Contractors that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or the Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Company has the right to refuse any current or future use of the services (or any portion thereof) by you. You are responsible for any use of the services by persons to whom you intentionally or negligently allow access to your password.

7. You agree that the website's content is the sole property of the Company and you have no right to reproduce, disseminate or otherwise use the

information for any purpose other than your personal use. We reserve the right to revoke your access to the Company's website and its services at anytime. You agree that your current and future use of the Company's website is solely for your personal use and not for business or marketing. In the event that you violate any part of this provision, you agree you shall be liable to the Company for any damages and shall indemnify the Company for any third party claims against the Company arising out of your actions.

8. You agree and acknowledge that you will be liable and/or indemnify the Company and any contractor from any damages, attorney fees, costs and expenses including any regulatory or judicial fines that may be incurred in the event that you knowingly falsify information submitted to the website. In the event you misuse or attempt to misuse the Company's website or to circumvent the Company's services or system or attempt to utilize the Company's website or services for non-personal, improper or commercial purposes such as hacking, fraud, marketing or spamming, the Company may terminate your access to the website immediately, without notice, as well as file a claim in Cook County, Illinois to seek an equitable remedy and/or monetary damages due to lost revenue, repairs, attorney's fees and/or legal costs and expenses and to seek injunctions or other equitable remedies.
9. Links on the Company's website are solely intended to be a convenience for you. These links may direct you away from the Company's website and are unrelated and are not controlled by the Company and the Company is not responsible for those websites' contents, products or functioning of the website.
10. You understand and acknowledge that the Company does not guarantee that it will pre-screen each Contractor and the Company makes no, and expressly disclaims any guarantees, representations or warranties whatsoever with regard to these Contractors. The Contractors are provided to you on an "as is" basis. Please confirm that the Contractor your dealing with is licensed, if

necessary, and insured and you need to perform any investigation into references and background as you determine is needed.

11. With exceptions, such as corporate or “network” accounts, the Company may assess Contractors’ qualifications prior to permitting their registration with the website. Upon enrollment the Company requests that each Contractor represent and declare that it possess any and all applicable licenses as required by Federal, state, provincial or local law. Please be aware that licensing requirements may vary depending on state or local law or the size or type of project. The Company does not guarantee that the Contractors are in compliance with licensing requirements or maintain liability insurance or bonding. We therefore urge you to confirm independently Contractors’ qualifications and request a copy of the Contractors’ license when applicable.
12. The Company encourages you to post to the website your reviews of the work performed by Contractors. However, the Company may, in its sole discretion, reject Consumer Reviews, refuse to post them or remove them.
13. Reviews and/or ratings do not reflect or represent the opinions or representations of the Company, its parent, subsidiary or affiliated companies, or its employees, officers, directors, or shareholders but only other Consumers. The Company disclaims any and all representations or warranties with regard to reviews and/or ratings and is not responsible and shall not be held liable for any review or claims, damages or loss incurred from utilization of the website or its contents.
14. Contractors are permitted to establish a profile on the website. The Company does not review or verify the information or representations in those profiles. The Company has not performed a criminal background check or a legal search for civil judgment against the contractors and shall not be held liable for any claim stemming from your failure to confirm a contractor’s

status as to a secretary of state's requirements or whether a criminal or civil judgment has been entered against a contractor and/or its employees, subcontractors and/or agents.

15. In the event the Company is unable to match you with a Contractor enrolled with our website, the Company reserves the right to convey your request for services and profile information to another website or provider's network of contractors. In that event you may be subject to the terms and conditions of that particular website/network.
16. The Company's services are provided "as is" without any warranty, and your exclusive remedy, and the Company's only duty to you for any claim stemming from use of the website or the Company's services is that you may cancel your use of the Company's service and/or website at any time. The Company expressly disclaims any implied warranties, including, but not limited to, warranties of merchantability and fitness for particular purpose. The Company shall not be directly, indirectly, specially, incidentally or consequentially (including lost profit) liable for exemplary or punitive damages arising out of this Agreement. In the event your state or province does not allow limitations on or exclusions of incidental or consequential damages and that state's law is deemed by a court of law to apply, then these exclusions may not apply.
17. This Agreement shall transfer to the benefit of the Company's successors, assigns and licensees. If any provision is determined to be void, unenforceable, or unlawful, for any reason, by any court of competent jurisdiction, that provision shall be modified to make it enforceable, while maintaining its spirit. If modification is impossible, the particular provision shall be stricken and but shall not affect the validity and enforceability of the remaining terms. The Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any claim or cause of action arising out of or related to use of the

Company's services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. This Agreement is governed by the laws of the State of Illinois as such laws are applied to agreements entered into and to be performed entirely in the State of Illinois and between Illinois residents. You agree to submit to jurisdiction in Illinois and that any claim arising out of or related to these Terms and Conditions will be brought solely in the Circuit Court of Cook County.

18. You shall agree to indemnify the Company and its officers, employees, subsidiaries, affiliates, agents and partners ("Company Partners"). You agree that you shall hold the Company Partners harmless for any and all demands, claims, attorney fees that are made by you or a third party stemming from the Company's service or related to its website or the violation of these terms and conditions or the rights of a third party.