

FINHOUS USER TERMS AND CONDITIONS

The FinHous website, application and the services of FinHous (the "Services") are available to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement ("Terms and Conditions"). Your use of this application and website or submission of service requests via telephone, email or messages constitutes your agreement to all such terms, conditions, and notices in effect at such time. These Terms and Conditions apply to all services or properties such as websites or apps owned and operated by FinHous. If you have any questions regarding these Terms & Conditions, you may contact us at www.FinHous.com.

We may amend these Terms & Conditions at any time by posting a revised version of these Terms and Conditions. These Terms & Conditions were last updated on May 15, 2020

PLEASE REVIEW THIS AGREEMENT IN ITS ENTIRETY AND IN DETAIL. PLEASE SURE TO REVIEW THE MUTUAL ARBITRATION PROVISION.

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

2. SERVICES: At FinHous we are committed to making happy homeowners. There are several ways you can find home and home professionals through FinHous (collectively, "Home Professionals"). You may search FinHous and request a referral for a quote for services, specific task, and we refer you to up to several Home professionals. When you enter your information and the request for which you would like a service, we will attempt to match you with several professionals in your market area, who may be interested in fulfilling your service need. You may select or search for individual Home professionals from our directory. However, we do not guarantee that we will be able to match your service needs with a Home Professional or that there are Home professionals in your area that are either capable or willing to complete your service needs. Please be aware that FinHous does not guarantee that the Home professionals will be on time for, or show up for, any such booked appointments, as the Home professionals are not the employees, contractors or agents of FinHous. FinHous is solely providing the platform to facilitate quotes and communication of scheduling of appointments between you and the Home professionals.

3. GUARANTEES AND ENDORSEMENTS: We do not provide guarantees or endorsements. Although we take certain steps to examine the credentials of the Home professionals listed on our website or whom you may book using our Services, we make no guarantees, warranties or representations regarding the skills, licensing, insurances or undertakings of such Home Professional or the quality of the job that he or she may perform for you if you elect to retain their services. FinHous does not endorse the services of any particular professional. Except as set forth below, we do not independently verify their representations about their services, nor validate any reviews. It is entirely up to you to evaluate the Home Professional's qualifications, and to enter into a direct contract or otherwise reach agreement with a Home Professional. We do not guarantee or warrant any Home Professional's performance on the job or the outcome or quality of the services performed. The Home professionals are not employees or agents of FinHous, nor is FinHous an agent of the Home professionals.

4. CONTRACTING: No Contracting is permitted via the FinHous Website or application. FinHous may inform you of certain offers or discounts provided by a Home Professional. Such offers or discounts are made solely by the Home Professional and FinHous does not guarantee or warrant the pricing or

discounts that a Home Professional may offer you. Any quotes provided by Home professionals via the FinHous or apps, or which you find on the FinHous or apps, are not contractually binding offers, are for informational purposes only, and cannot be accepted on or via FinHous. No contractual arrangement is created based upon the quotes provided to you from Home professionals (or your scheduling of an appointment with a Home Professional) via FinHous. To contract with a Home Professional, you must work directly with the Home Professional. FinHous does not perform, and is not responsible for, any of the Services requested by you in your service request. Your rights under contracts you enter into with Home professionals are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. FinHous is not a party to such agreements. All payments and applicable taxes must be made to the Home Professional in accordance with the agreements.

5. RELEASE OF CLAIMS AND DAMAGES: Should you have a dispute with respect to any services provided by a Home Professional or the fees charged by any Home Professional, you must address such dispute with the Home Professional directly (although you may copy FinHous on the fee disputes).

YOU HEREBY AGREE TO RELEASE FINHOUS (AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH HOME PROFESSIONALS.

6. USE OF SERVICES: You acknowledge and agree that your use of FinHous is for your personal use and not for advertising or commercial purposes. You agree not to copy/collect FinHous content via robots, spiders, scripts, scrapers, crawlers, photograph or any automated or manual equivalent (e.g., by hand). You may not use FinHous to recreate or compete with FinHous, to solicit or harass Home professionals, or for any other purpose not contemplated herein. You acknowledge that a violation of the foregoing could result in significant damages, and you agree that you are liable to FinHous for any such damages, and will indemnify FinHous in the event of any claims against FinHous based on or arising from your violation of the foregoing. We reserve the right to revoke your access to any FinHous Services, products or properties at any time. All information about Home professionals is confidential and for your personal use only. If it is determined or suspected by FinHous in its sole discretion that you are misusing or attempting to misuse or circumvent the FinHous services or system, or are using or attempting to use them for any inappropriate or non-personal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming, FinHous reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other

7. PAYMENT TO HOME PROFESSIONALS: All payments must be paid to Home Professionals directly. FinHous does not collect payment on behalf of the Home Professionals.

8. INFORMATION YOU PROVIDE TO US/TCPA CONSENT: Upon using FinHous, 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 Home professionals 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 Home professionals via the application, phone, fax, email, mail, text

(SMS) messaging, push notifications, 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 providing quotes, 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 FinHous to send you an automated prerecorded call confirming your service request, along with calls from up several home professionals that can help you with your request to the phone number you provided, and you understand that either FinHous or the Home professionals may use automated phone technology (including autodialed and prerecorded messages) to provide you with operational communications concerning your account or use of the Services, updates concerning new and existing features on the FinHous website, communications concerning promotions run by us, and news concerning FinHous and industry developments, and that your consent is not required to purchase products or services. 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 FinHous and/or a Home Professional and thus agree to be contacted by FinHous and/or a Home Professional. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Home professionals 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 FinHous has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, FinHous has the right to refuse any current or future use of the FinHous Services (or any portion thereof) by you. You are responsible for any use of the FinHous Services by persons to whom you intentionally or negligently allow access to your password. You acknowledge that you are not required to consent to receive promotional messages as a condition of using the Services. If a contact number you have provided to us is no longer your number, you agree to notify us promptly that you can no longer be reached at that number. You represent that you have received, and are authorized to convey to us, the consent of any authorized users on your account to be contacted by us as described in this Section. You agree that all consents provided in this Section will survive cancellation of your account. You may opt-out of receiving promotional or marketing texts or calls from FinHous at any time. You may opt-out of receiving all text (SMS) messages from FinHous (including informational or transactional messages) by replying with the word "STOP" to a text message from us; however you acknowledge that opting out of receiving all texts may impact your use of the Services. You also acknowledge that FinHous or its third party service providers may record customer service calls after notice to you and with your consent, in order to assist you when you contact our customer support services.

TO PURPOSEFULLY AND KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR E-MAIL ADDRESS IS A SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO FINHOUS AND THE HOME PROFESSIONALS, AND TO CONSUMERS, AS WELL AS THE LOSS OF TIME, EFFORT AND EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION IN A SERVICE REQUEST, INCLUDING BUT NOT LIMITED TO IMPERSONATE ANOTHER'S NAME, E-MAIL ADDRESS, PHYSICAL ADDRESS OR PHONE NUMBER OR A RANDOM OR FALSE NAME, ADDRESS, E-MAIL OR PHONE NUMBER YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO

FINHOUS AND EACH SERVICE PROVIDER WHO ACCEPTS SUCH SERVICE REQUESTS, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF \$10,000 TO EACH OF FINHOUS AND EACH OF THE AFFECTED HOME PROFESSIONALS AND FOR EACH OF THE ACTUAL PERSON(S) AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER (FOR EXAMPLE THE ACTUAL OWNER OF THE E-MAIL ADDRESS OR PHONE NUMBER, ETC.), PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS FEES COSTS AND EXPENSE RELATING THERETO, IF APPLICABLE, OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACTIVITY, PLUS REASONABLE LEGAL FEES, COST AND EXPENSES RELATING THERETO, WHICH EVER IS GREATER.

9. NOTIFICATIONS AND MESSAGING: By submitting a service request, you agree that FinHous and the Home professionals may send you informational text (SMS) messages as part of the normal business practice of FinHous. These text (SMS) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from FinHous at any time by notifying info@FinHous.com with your phone number to be removed. You acknowledge that by opting out of receiving text (SMS) messages from FinHous and the Home professionals, your use of FinHous Services may be severely impacted. FinHous and its affiliates may view, store, access and disclose messages exchanged between you and consumers transmitted via FinHous's messaging platform.

10. DISPUTE RESOLUTION: While we cannot guarantee the work performed by a listed Home Professional, and while we have no obligation to you with regard to your relationship with a Home Professional, the FinHous resolution process has been developed to try and assist you in resolving any disputes that may arise in the course of a service, home improvement repair or maintenance project with a Home Professional who you learned about through the FinHous. Without modifying our statements under this Agreement, we may, upon your request, provide limited assistance in resolving disputes between you and a Home Professional. You must participate and use good faith efforts to resolve problems through the FinHous resolution process. Such limited assistance in no way nullifies the release and indemnification described in these Terms & Conditions. You agree not to refuse to pay a Home Professional without a good faith basis for doing so. You agree that FinHous is not responsible for the accessibility or unavailability of any Home Professional or for your interactions and dealings with a Home Professional.

11. CALL RECORDING AND MONITORING: You acknowledge and agree that FinHous may record and/or monitor any telephone calls between you and FinHous.

12. CONTENT: You agree that all of the content and information posted by you or your agents or designees on FinHous, including but not limited to: data, newsletters, photographs or Images, Comments, Questions and/or Answers, Any other content (known collectively as "Content") is the sole and exclusive property of FinHous, and that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request. You acknowledge and agree that any Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential. You authorize us and our affiliates, licensees and sub-licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use or exploit such Content in any location and in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the extent permitted under applicable law, you waive and release

and covenant not to assert any moral rights that you may have in any Content posted or provided by you.

13. LICENSE GRANT: You hereby grant FinHous and its users a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, universal license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertising near and adjacent to your Content in any format or media (whether now known or hereafter created) on the FinHous and apps in any manner that we deem appropriate or necessary, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason.

14. OWNERSHIP REPRESENTATION AND RIGHTS OF CONTENT: By posting or providing any Content to FinHous, you represent and warrant to FinHous that you own or have all necessary rights to use the Content, and grant to FinHous the rights granted below. The foregoing representation includes, but is not limited to a representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.

15. CONTENT PERMISSIONS: FinHous reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that you or any other users post on any FinHous owned or operated websites or apps if FinHous determines (in its sole discretion) that such content contains or features any of the following: 1. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.) 2. References to illegal activity. 3. Language that violates the standards of good taste or the standards of this Site. 4. Statements that are or appear to be false. 5. Comments that disparage FinHous. 6. With respect to Ratings and Reviews of home professionals, all of the above and in addition the following: a. Reviews that do not address the goods and services of the business or reviews with no qualitative value (e.g., "work has not started yet"). b. Comments concerning a different Home Professional. c. Information not related to work requested in the service request. d. If a dispute arises between a consumer and professional, the rating submitted may be held in pending status until resolution is reached. You represent and warrant that any Rating and Review provided by you is accurate and truthful, and that you will only provide a Rating and Review for a Home Professional that has performed services for you pursuant to your applicable service request.

16. HOME PROFESSIONAL PRESCREENING PROCEDURES AND DISCLAIMERS: Unless otherwise noted on the screening tab of a Home Professional's profile page, FinHous.com uses the following criteria as part of its registration enrollment process ("registration") for new Home Professional businesses, with the exception of Corporate Accounts (as described below) and home professionals providing services in countries outside of the United States (neither of which are screened) applying for membership in our network. We perform the below screening at the time of the Home Professional business' enrollment, and every two years thereafter: Licensing - We confirm that a prospective new business has any applicable required state-level trade licensing for the services for which we match them to consumers. Certain states may require state-level licensing for projects above specified dollar amounts. We recommend you confirm these licensing requirements with the business and the applicable state and local licensing authorities. In some states, licensing may be required by the county or local authority in

which the work is being performed. We recommend you confirm these licensing requirements before proceeding with your project. Larger projects often require the use of sub-contractors for specific types of work (for example, a kitchen remodel may require an electrician or plumber). We recommend you verify that all the sub-contractors doing work on your project carry the appropriate licensing. Given the unique nature of California licensing, FinHous relies on representations of home professionals that are using a California General building contracting license to cover home improvement tasks that such home professionals are performing more than one task as defined and required by California licensing rules. We always recommend that you ask the business to provide you with a copy of their license and applicable insurance.

State Business Filings - For home professionals that are corporations or limited liability companies, we confirm that the business is registered in the state in which it is located.

Criminal Records Search - We use third party data sources to conduct a criminal search, in the state in which the owner/principal of the company is located, for any relevant criminal convictions associated with the owner/principal of the business, within the three years prior to such Home Professional's application for membership in the FinHous network and every two years thereafter. FinHous's third-party vendor uses a national criminal database ("NCD") to screen our home professionals. The comprehensiveness of the NCD varies by state. Please be aware that the reporting in the NCD is particularly limited in the following states: AL, CO, DE, GA, ID, KS, LA, ME, MA, MI, MS, MT, NE, NV, NH, NM, SD, UT, VA, VT, and WY.

Sex Offender Search - We check the websites that consolidate state sex offender information in the state in which the owner/principal of the company is located to confirm that there is not a match based solely on the name of the owner/principal of the company. We do not run sex offender searches in any other states. Please note that only a fingerprint match can guarantee an accurate match for a sex offender search. We recommend that you check the applicable state sex offender websites for any individuals that will be performing work in your home.

Identity Verification (Social Security Number) - FinHous verifies the social security number of the business owner/principal to confirm their identity. (This applies primarily to small businesses.)

WE PERFORM THE ABOVE SCREENING BASED UPON INFORMATION PROVIDED TO US BY THE HOME PROFESSIONAL AT THE TIME OF REGISTRATION (E.G. NAME OF OWNER, BIRTHDATE, SOCIAL SECURITY NUMBER) NOTE: FINHOUS PERFORMS SCREENING SOLELY AT THE TIME THE HOME PROFESSIONAL APPLIES FOR MEMBERSHIP IN THE FINHOUS NETWORK, AND EVERY TWO YEARS THEREAFTER, AND THEREFORE A HOME PROFESSIONAL'S INFORMATION MAY CHANGE OR EXPIRE OVER TIME, AND BETWEEN SCREENINGS. THUS, FINHOUS CANNOT AND DOES NOT WARRANT OR REPRESENT THAT PROFILE AND SCREENING INFORMATION IS UP TO DATE. FINHOUS IS UNDER NO OBLIGATION TO UPDATE A HOME PROFESSIONAL'S SCREENING INFORMATION. WE RECOMMEND THAT BEFORE WORKING WITH A HOME PROFESSIONAL YOU VERIFY THAT INFORMATION PRESENTED IN THE HOME PROFESSIONAL'S PROFILE IS STILL ACCURATE, CURRENT AND ACCEPTABLE TO YOU.

Corporate Accounts: Some Home professionals are employees, franchisees, dealers, or independent contractors ("Corporate SP's") of larger national or corporate accounts ("Corporate Accounts"). In such event, you may be matched with the Corporate Account entity or with one of their Corporate SP's. The above screening criteria is not applicable to Corporate Accounts, and therefore, FinHous does not screen the Corporate Accounts or Corporate SP's.

Home professionals Profiles: FinHous allows Home professionals to post profiles about themselves and their business on the FinHous or apps. FinHous does not review or verify the information or representations set forth in those profiles, except as expressly set forth above, as they are self-reported by the Home Professional. FinHous therefore makes no representations or warranties regarding any information posted by a Home Professional, and assumes no liability for such information. The above procedures may change from time to time at the sole discretion of FinHous. FinHous believes that it uses commercially reasonable methods to check these matters but does not

make any representations or warranties that members continue to meet the above screening criteria after the date of their enrollment in the FinHous network. When it comes to screening, no background system in the U.S. is one hundred percent accurate and can be flawed. FinHous does not represent or warrant that the information received from state, provincial or other government agencies or from third party sources is accurate, error free, or that it is up to date or updated at the time that FinHous checks such information. Most agencies have periodic update cycles or schedules and this information is not updated on a real-time basis by such agencies and third party sources. **DISCLAIMER: FINHOUS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE SCREENING PROCESS, CRITERIA, PROCEDURES, OR INFORMATION OBTAINED OR PRESENTED IN THE SCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.**

17. LINKS TO THIRD PARTY SITES: The links in the FinHous or apps will let you leave FinHous's Web site. The linked sites are not under the control of FinHous and FinHous is not responsible for the content, security or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. FinHous is not responsible for webcasting or any other form of transmission received from any linked site. FinHous is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by FinHous of the site.

18. THIRD PARTY COPYRIGHTS AND OTHER RIGHTS: FinHous respects the intellectual property rights of others. If you believe that your copyright has been infringed, please send us a notice as set forth in our Copyright and DMCA Policy, which is incorporated into these Terms and Conditions. For other intellectual property claims, please send us a notice at info@FinHous.com.

19. DOCUMENTS AND INFORMATION AVAILABLE: Permission to use documents (such as press releases, datasheets, content, informational items and FAQs) from the FinHous server ("Server") is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the Web site is for your informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Educational institutions (such as K-12, universities and state community colleges) may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission of FinHous. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the FinHous or apps or any other FinHous owned, operated, licensed or controlled site. Elements of the FinHous or apps are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any FinHous web Site may be copied or retransmitted unless expressly permitted by FinHous. You may not use any deep-link, page-scrape, spider, robot, crawl, index, Internet agent or other automatic device, program, algorithm or technology which does the same things, to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches or monitor any portion of the application or website.

FINHOUS AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. FINHOUS AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE FINHOUS WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. FINHOUS AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

20. INDEMNIFICATION: YOU AGREE TO INDEMNIFY FINHOUS, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, COBRANDERS, AND ANY PARTNERS AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE FINHOUS SERVICES IN CONNECTION WITH THE FINHOUS WEB SITE, WITH REGARD TO ANY DISPUTE BETWEEN YOU AND A SERVICE PROVIDER OR HOME PROFESSIONAL, OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

21. AGREEMENT TO ARBITRATE ALL DISPUTES AND GOVERNING LAW: a. The exclusive means of resolving any dispute between you and FinHous or any claim or controversy arising out of or relating to use of this Website and/or FinHous's services (including any alleged breach of these Terms and Conditions) shall be BINDING ARBITRATION administered by the American Arbitration Association, EXCEPT AS EXPRESSLY PROVIDED BY APPLICABLE FEDERAL OR STATE LAW. You may not under any circumstances commence, participate in or maintain against FinHous any class action, class arbitration, or other representative action or proceeding. *NOTICE OF RIGHTS* b. By using the application and Website and/or FinHous's services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and FinHous. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures. c. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against FinHous may be commenced only in the federal or state courts located in Harris County, Texas. You hereby irrevocably consent to the jurisdiction of those courts for such purposes. d. These Terms and Conditions, and any dispute between you and FinHous, shall be governed by the laws of the state of Texas without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

19. GENERAL PROVISIONS You acknowledge and agree that the FinHous Services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and FinHous's

sole obligation to you or any third party for any claim arising out of your use of the FinHous Services or the FinHous or apps, is that you are free to discontinue your use of the FinHous Services or the FinHous or apps at any time.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, FinHous EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT FinHous SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF FinHous HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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

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