

**RATE MY CONTRACTOR
TERMS OF SERVICE**

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PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. BY ACCESSING OR USING THIS WEB SITE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS DESCRIBED HEREIN AND ALL TERMS, GUIDELINES AND DISCLOSURES INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT USE THIS WEB SITE.

These terms and conditions of use ("Site Terms") apply exclusively to your access to, and use of, the Web site of Rate My Contractor ("Company"), located at www.ratemycontractor.com (the "Site") and the information and other services provided therein (the "Services"). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Company, or its subsidiaries or affiliates, for products, services or otherwise. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify you and Company for violations of these Site Terms.

Company reserves the right to change or modify any of the terms and conditions contained in these Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Company will provide notice of these changes by posting the revised terms on the Site and indicating on the Site Terms the date it was last updated. Any changes or modification will be effective immediately upon posting of the revisions on the Site. Your continued use of this Site following the posting of its changes or modifications will constitute your acceptance of such changes or modifications. If you do not agree to the amended terms, you must stop using the Site.

If you have any question regarding the use of the Site, please refer first to the Frequently Asked Questions (FAQs). All other questions or comments about the Site or its contents should be directed to [Customer Care](#).

1. Privacy Policy

Please refer to our [Privacy Policy](#) for information on how the company collects, uses and discloses personally identifiable information from its users.

2. Consent to Receive E-mails

By using the Site, you consent to receive e-mails from Company, which may include commercial e-mails provided such e-mails are in accordance with the preferences you select in the e-mail and notifications page of the My Account section of the Site. You may change such preferences by changing your account settings on the e-mail and notifications page of the My Account section of the Site. Please note that as long as you maintain an account, you may not "opt out" of receiving service or account-related e-mails from Company.

3. Copyright and Limited License

Unless otherwise indicated, the Site and all content and other materials on the Site, including, without limitation, the Company logo, and all designs, text, graphics, pictures, reviews, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Company or its licensors or users and are protected by U.S. and international copyright laws.

You are granted a limited, non-sublicensable license to access and use the Site and electronically copy, (except where prohibited without a license) and print to hard copy portions of the Site Materials for your informational, non-commercial and personal use only. Such license is subject to these Site Terms and does not include or authorize: (a) any resale or commercial use of the Site or the Site Materials therein; (b) the collection and use of any professional listings, pictures, profiles, ratings or descriptions; (c) the distribution, public performance or public display of any Site Materials, (d) modifying or otherwise making any derivative uses of the Site and the Site Materials, or any portion thereof; (e) use of any data mining, robots or similar data gathering or extraction methods; (f) downloading (other than the page caching) of any portion of the Site, the Site Materials or any information contained therein, except as expressly permitted on the Site; or (g) any use of the Site or the Site Materials other than for its intended purpose. Any use of the Site or the Site Materials other than as specifically authorized herein, without the prior written permission of Company, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and

applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Site Terms shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

4. Repeat Infringer Policy

In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Company has adopted a policy of terminating, in appropriate circumstances and at Company's sole discretion, subscribers or account holders who are deemed to be repeat infringers. Company may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

5. Copyright Complaints

If you believe that any material on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: [ENTER NAME HERE]

Full Address of Designated Agent to Which Notification Should be Sent: [ENTER ADDRESS HERE]

Telephone Number of Designated Agent: [ENTER PHONE # HERE]

Facsimile Number of Designated Agent: [ENTER FAX # HERE]

E-Mail Address of Designated Agent: [ENTER EMAIL ADDRESS HERE]

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's e-mail address in our records, or by written communication sent by first-class mail to a user's address in our records.

6. Trademarks

Company, the Company logo and any other product or service name or slogan contained in the Site are trademarks of Company and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Company or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Company" or any other name, trademark or product or service name of Company without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Company and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners.

7. Hyperlinks

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for noncommercial purposes, provided such link does not portray Company, any of its products and services, or any professional or professional services entity in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Company logo or other proprietary graphic of Company to link to this Site without the express written permission of Company. Further, you may not use, frame or utilize framing techniques to enclose any Company trademark, logo or other proprietary information, including the images found at the Site, the content of any text or the layout/design of any page or form contained on a page on the Site without Company's express written consent. Except as noted above, you are not conveyed any right or license by implication, estoppel or otherwise in or under any patent, trademark, copyright or proprietary right of Company or any third party.

Company makes no claim or representation regarding, and accepts no responsibility for, the quality, content, nature or reliability of third-party Web sites accessible by hyperlink from the Site, or Web sites linking to the Site. Such sites are not under the control of Company and Company is not responsible for the contents of any linked site or any link contained in a linked site, or any review, changes or updates to such sites. Company provides these links to you only as a convenience, and the inclusion of any link does not imply affiliation, endorsement or adoption by Company of any site or any information contained therein. When you leave the Site, you should be aware that our

terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any site to which you navigate from the Site.

8. Premium Services

Company offers optional Premium Services including Advertising, Company Plus, and Company Pro. By selecting a Premium Service you agree to pay Company the subscription fees indicated for that service. Payments will be charged on the day your Premium Service goes into effect and will cover the use of that service for the period indicated. Thereafter, you agree that monthly payments will continue to be charged to your credit card on a recurring basis until you cancel your service. The amount of the monthly recurring charge will be the then current subscription fee applicable to the Premium Service you selected. You acknowledge that the amount of the recurring charge may increase if the applicable subscription fee increases. Premium Services other than advertising must be cancelled prior to your monthly renewal in order to avoid billing of the next month's Premium Service fee. For advertising services, Company must receive written notice of your cancellation at least thirty (30) days in advance of the monthly renewal date on which you wish to make the advertising campaign cancellation effective. All cancellations of advertising services must be received in writing by email (HelpDesk@ratemycontractor.com) or by U.S. mail (4712 Admiralty way 944, Marina Del Rey, CA 90292 ATTN: Cancellations). Premium Service fees are not prorated or refundable.

If your payment method fails or your account is past due, Company reserves the right to either suspend or terminate your Premium Services. Any such suspension or termination will result in the cancellation of any promotional programs applicable to your Premium Services. You agree to submit any disputes regarding any charge to your account in writing to Company within sixty (60) days of such charge, otherwise such dispute will be waived and such charge will be final and not subject to challenge.

9. Request for Quotes

Homeowners or other members of the public may submit requests for quotations for construction work through the Site. Company may submit such requests to contractors that it, in its sole discretion, feels are minimally competent to handle such work. Company does not guarantee that any quotes will be provided. COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY CONSTRUCTION SERVICES YOU ACQUIRE ON OR THROUGH THE SITE, AND ANY USE OF CONTRACTORS FROM THIS SITE IS SOLELY AT YOUR OWN RISK.

10. Contractor Background Checks

Company utilizes a third-party service to provide background checks for all contractors wishing to participate in the Request for Quotes Service. While we do our best to check contractor qualifications, COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY CONSTRUCTION SERVICES YOU ACQUIRE ON OR THROUGH THE SITE, AND ANY USE OF CONTRACTORS FROM THIS SITE IS SOLELY AT YOUR OWN RISK. Contractors wishing to participate in the Request for Quotes Service should contact Company here.

11. Information on the Site

Company may select, screen, approve, endorse or limit who can post Construction-Related Information (collectively, "Construction Information"). In addition, although we reserve the right to review, remove or edit any content from the site, we do not routinely screen, monitor, or review the content of any such Construction Information. As a result, we have no control over and we do not warrant or guarantee the accuracy, adequacy, applicability, completeness, currency or quality of any such Construction Information or the qualifications of those posting Professional Information. COMPANY SHALL HAVE NO RESPONSIBILITY OR LIABILITY OF ANY KIND FOR ANY CONSTRUCTION INFORMATION YOU ENCOUNTER ON OR THROUGH THE SITE, AND ANY USE OR RELIANCE ON CONSTRUCTION INFORMATION IS SOLELY AT YOUR OWN RISK.

12. Disclaimers and Acknowledgements Regarding Use of Site Information

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WARRANT THAT SITE MATERIALS, INCLUDING THE INFORMATION AVAILABLE IN OR ON THE SITE, OR THE SERVICES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SITE OR ITS SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

While Company endeavors to provide and to allow others to provide useful information regarding professionals and professional services, you acknowledge that such information is reliant upon third party data and contributions, that there are certain inherent limitations to the accuracy or currency of such information, that professional and other information may be incomplete or may contain inaccuracies (including without limitation any interpretations and reviews of such information and Site Materials, such as Company Ratings and Professional Information), and that information on the Site may be outdated or contain errors, omissions or misinterpretations of information. You further acknowledge that an Company Rating and the other information contained in a professional's profile, such as descriptions of a professional's areas of expertise or specialization, and other data, summaries or descriptions on the Site, are based on the data obtained by or submitted to Company, which may be incomplete or inaccurate, and rely on automated interpretations of the information gathered by or submitted to Company. An Company Rating reflects the Company's assessment of a given professional, based upon the information obtained by or submitted to Company; someone else's assessment of the same professional may be different or based upon different information. Neither Company Ratings, Professional Information nor any of the other information contained on the Site or provided through the Services, are an endorsement of any particular professional or are a guarantee of a professional's quality, competency, qualifications, experience, resources, character, honesty, integrity, responsiveness or other personal and professional characteristics. Nor are they a predictor of the outcome of any matter in which such professional is involved. The information provided on this Site is intended to be a starting point to gather information about professional who may be suitable for your contracting needs, but you should not rely solely on such information in deciding whether to hire any given professional. Furthermore, you should independently verify the accuracy of any information you obtain on the Site before using it, and you should obtain independent references for any professionals you are considering hiring. You agree to be solely responsible for your use of the Site, the Site Materials and the Services and for determining the suitability of, and the results obtained from, any professional you hire.

Additional information about Site Materials, the Services, the Company Rating, Company Q&A, the sources of information displayed on the Site, and other important matters is contained within the Site itself, including in the FAQ's, and you acknowledge and agree that your use of the Site, or of any information or features in or on the Site, is informed by and subject not only to these Disclaimers and Site Terms but also by the information and explanation available on these pages.

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Company reserves the right to change any and all content contained in the Site and any Services offered through the Site at any time without notice. Reference to any professionals, professional service providers or organizations, educational institutions, associations, organizations, publications, licenses, accreditations, ratings, evaluations, endorsements, reviews, products, services, processes or other information, by name, trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof, or any affiliation therewith, by Company.

13. Limitation of Liability

IN NO EVENT SHALL COMPANY OR ANY OF ITS CORPORATE AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS OR CONSULTANTS, OR ANY OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT

LIMITED TO MEDICAL OUTCOMES, THE OUTCOME OF LEGAL MATTERS, LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH ANY USE OF THE SITE, THE SERVICES, THE CONTENT OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH THE SITE, INCLUDING WITHOUT LIMITATION ANY DAMAGES, LOSS OR INJURY CAUSED BY OR RESULTING FROM RELIANCE BY USER ON ANY INFORMATION OBTAINED FROM COMPANY OR THE SITE, OR THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO COMPANY'S RECORDS, PROGRAMS OR SERVICES. THE AGGREGATE LIABILITY OF COMPANY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, ARISING OUT OF OR RELATING IN ANY MANNER TO THE USE OF THE SITE OR THE SITE MATERIALS, SHALL NOT EXCEED ANY COMPENSATION YOU PAY, IF ANY, TO COMPANY FOR ACCESS TO OR USE OF THE SITE OR COMPANY SERVICES WITHIN THE LAST TWELVE MONTHS.

14. Third Party Content

Company or users may provide links to Web pages and content of third parties as a service to those interested in such links and content, and Company may post third party content or allow users to post their content or third party content to the Site including without limitation Construction Information (such content is collectively referred to as "Third Party Content"). Company does not monitor or have any control over any Third Party Content or third party Web sites. Company does not endorse or adopt any Third Party Content or third party Website and can make no guarantee as to its accuracy or completeness. Company does not represent or warrant the accuracy of any information contained therein and undertakes no responsibility to update or review any Third Party Content or third party Websites. Users use these links, Third Party Content and third party Websites at their own risk.

15. Third Party Services

The Site may also contain, provide information regarding or link to certain applications and services provided or offered by third parties (collectively the "Third-Party Services"), including without limitation information related to professional services. Company is merely an information provider and is not a referral service, and it does not recommend or endorse any such Third-Party Services or monitor or have any control over such Third-Party Services. Therefore, Company makes no guarantee, representation or warranty of any kinds as to the quality, competency, value, reliability, responsiveness, accuracy or completeness of any such Third-Party Services or the results obtained therefrom, and Company assumes no responsibility or liability for any Third Party Services or for the actions or failure to act of those providing such Third-Party Services. You assume full responsibility for your use of any such Third-Party Services, and Company is not responsible or liable for any Third-Party Services.

16. Advertisements and Promotions

Company may run advertisements and promotions from third parties on the Site. Your business dealings or correspondence with, or participation in promotions of, advertisers other than Company, and any terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such non-Company advertisers on the Site.

17. Professional Advertising and Communications

It is solely the responsibility of professionals to ensure that any information or advertisements they post or place on the Company website (including without limitation any Construction Information), and any communications they may have with prospective clients or patients through the Site and the Services, fully comply with all applicable laws and rules of professional conduct, including those concerning the unauthorized practice of law or medicine and those regulating the form, manner or content of communications with clients or patients, advertising, or other matters.

18. Submissions

You acknowledge and agree that any materials, including but not limited to questions, comments, reviews, suggestions, ideas, feedback, plans, notes, original or creative materials or other information, provided by you in the

form of e-mail or other submissions to Company, or any postings on the Site, are non-confidential and shall become the sole property of Company. Company shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

19. User Posted Content & Other Interactive Services or Areas

The Site includes areas in which users may post content and information, including without limitation peer and client and patient ratings and reviews, messages, questions and answers, guides, comments, data, text, photos, graphics or other materials (the "User Content") and may include other interactive areas or services in which you or third parties may create, post, modify or store information, content, materials or other items on the Site ("Interactive Areas"). You are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree to comply with these Terms of Service and you further agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

- A. User Content that is false, misleading, unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable, including without limitation any recommendation, endorsement, rating, or review of a professional with whom you have not had direct, personal experience in a professional context or as a client or patient of such professional;
- B. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, violate any applicable rules of professional conduct, or that would otherwise create liability or violate any local, state, national or international law;
- C. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content as provided under these Site Terms;
- D. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;
- E. Unsolicited promotions, political campaigning, advertising or solicitations, including without limitation any advertisements for professional services, professional service providers, or professional referral services;
- F. Private or confidential information of any third party, including, without limitation, addresses, phone numbers, e-mail addresses, Social Security numbers and credit card numbers;
- G. Viruses, spyware, malware, corrupted data or other harmful, disruptive or destructive files;
- H. Any answers, responses, comments, opinions, analysis or recommendations that you are not properly licensed or otherwise qualified to provide; and
- I. User Content that, in the sole judgment of Company, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Company or its users to any harm or liability of any type.

Company takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Company liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. Enforcement of the User Content or conduct rules set forth in these Site Terms is solely at Company's discretion, and failure to enforce such rules in some instances does not constitute a waiver of our right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Site will not contain any content that is prohibited by such rules. As a provider of interactive services, Company is not liable for any statements, representations, responses, comments or other User Content provided by its users in any review, rating, forum, question, answer, guide or other Interactive Area. Although Company has no obligation to screen, edit or monitor any of the User Content posted in any Interactive Area, Company reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice. Any use of the Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

If you post User Content to the Site, unless we indicate otherwise, you grant Company and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. You grant Company and its affiliates and sublicensees the right to use the name that you submit in connection with such User Content, if they choose. You represent and warrant that (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site and to grant the rights granted herein; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

20. Registration Data; Account Security

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to Company, to keep it accurate, current and complete; and (d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Company. In addition, you agree not to access or use, or attempt to access or use, the Site or any part thereof using the identity or the Registration Data of any person other than yourself.

21. Indemnification

You agree to defend, indemnify and hold harmless Company, its corporate affiliates, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site or your use of or inability to use the Site or the Services, including without limitation any actual or threatened suit, demand or claim arising out of or relating to the User Content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

22. Applicable Law and Venue

The Site is controlled and operated by Company from its offices in the State of California. Company makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California.

These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California (even if your use is outside of the State of California), without resort to its conflict of law provisions. You agree that any action at law or in equity arising out of or relating to the Site or these Site Terms shall be filed only in the state and federal courts located in Sacramento County, California and you hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of such courts.

23. Termination

Notwithstanding any of these Site Terms, Company reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent your access to and use of the Site. Notwithstanding the foregoing, Premium Service subscriptions will only be terminated by Company if your payment method fails, your account is past due, you breach this agreement and fail to cure such breach within ten (10) days of Company's notice to you thereof, or Company discontinues offering such Premium Service.

24. Severability

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

25. Questions & Contact Information

If you have any question regarding the use of the Site, please refer first to the FAQs. All other questions or comments about the Site or its contents should be directed to [Customer Care](#) or call us at (888) -RATING.