

U-bidit.com Terms of Use

Last Updated: 3/28/2017

Agreement to Terms

IMPORTANT NOTICE: READ THESE TERMS OF USE CAREFULLY. THESE TERMS REQUIRE BINDING ARBITRATION TO RESOLVE ANY DISPUTE OR CLAIM RELATING TO THESE TERMS, THE SERVICES OR PROPERTIES OR ANY RELATIONSHIP BETWEEN US. ANY SUCH DISPUTE OR CLAIM WILL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. THESE TERMS ALSO CONTAIN A DISCLAIMER OF WARRANTIES AND A DISCLAIMER OF LIABILITY, AS WELL AS A RELEASE AND INDEMNIFICATION BY YOU.

Agreement to Terms

This terms of use agreement (these "Terms") constitutes a legally binding contract between U-bidit.com, LLC ("U-bidit.com," "we," "us") and you, with respect to your use of all properties (Web sites, telephone service or otherwise) owned or operated by U-bidit.com and our affiliates (collectively, the "Properties"), and all products and services available from U-bidit.com and our affiliates, Service Professionals (as defined below) or other third parties in connection with the Properties (individually and collectively with the Properties, the "Services"). By accessing or using the Services, you acknowledge that you have read, understood, and agree to be bound by, these Terms, our Privacy Policy and, if applicable, the Special Program Terms (as defined below), including any updates posted here or otherwise communicated to you. If you do not agree to the Terms, the Privacy Policy and the Additional Terms (if applicable), please do not use the Services.

References to U-bidit.com (or "we" or "us") in this Terms include U-bidit.com's Service Professionals, only to the extent that such Service Professionals are acting for or on behalf of U-bidit.com.

Modifications

We reserve the right to modify these Terms at any time by posting a revised version with a revised Effective Date. Any changes to the Terms will be effective immediately upon posting. Please review the Terms each time you use the Services as your continued use of the Services after such changes will constitute acceptance of, and agreement to, such changes. You waive any right you may have to receive specific notice of such changes.

Consent

You affirm that you are at least 18 years of age or the age of majority in your jurisdiction, whichever is greater, and are fully able and competent to enter into, and comply with, these Terms. If you are accessing and using the Services on behalf of a company or other

legal entity, you represent that you have the authority to bind that entity to these Terms. In that situation, "you" and "your" will refer to both you and that entity.

Our Privacy Policy

Our Privacy Policy, which describes how we collect and use information from our users, is available at <https://U-bidit.com.com/about/privacy/>, as well as through the link titled "Privacy" on our homepage and other locations within the Properties.

Special Program Terms

Certain programs may be offered by U-bidit.com through the Services that have additional terms and conditions (the "Special Program Terms"). If you elect to participate in one of these programs, U-bidit.com will communicate the applicable Special Program Terms to you. By participating in that program, you acknowledge that you have read, understood, and agree to be bound by, the Special Program Terms, which will be deemed to be a part of these Terms.

Our Services

Services We Provide

U-bidit.com connects homeowners and other third parties (individually, a "User," collectively, "Users") with home improvement Service Professionals (individually, a "Service Professional," collectively, "Service Professionals"). We help Users obtain project costs, obtain quotes from Service Professionals, and select a Service Professional based on characteristics the Users have identified. We also help Service Professionals increase their online presence, connect with Users in need of their services, and bid on projects.

No Responsibility, Endorsement, or Guarantee for Service Professionals; Estimates

U-bidit.com does not deliver, and is not responsible for, any or Service Professional's products, services, or advice. The Service Professionals are not employees or agents of U-bidit.com, and U-bidit.com is not an agent of any Service Professional. U-bidit.com does not sponsor, endorse, recommend, or approve any Service Professional who offers products or services through the Services. The ratings of Service Professionals are a product of other Users' experiences working with Service Professionals. While we try to confirm that Service Professionals meet certain requirements, we cannot and do not represent or warrant that any Service Professional is licensed, qualified, bonded, insured or capable of performing any service. We do not make any guarantees, warranties or representations of any kind regarding any Service Professional, any advice or other information that a Service Professional provides or the products or services that a Service Professional provides, and we are not responsible for any action or inaction of any Service Professional. Reference to any products, services or other information by trademark, manufacturer, supplier or otherwise does not constitute or imply an endorsement, sponsorship, or recommendation by us. We do not guarantee that the

Services can match a User's service needs with a Service Professional or that there are Service Professionals in a User's area that are capable of and willing to meet a User's service needs. Any quote or estimate provided in connection with the Services is only a guide, is not a contractually binding offer, and is not a guarantee of the actual cost of your specific project. When you work with a Service Professional, your rights will be governed by your contract with the Service Professional and by applicable federal, state and local laws.

Third Party Materials

The Services may contain links to third party websites, advertisements, services, offers, activities or other content (collectively, "Third Party Materials"). These Third-Party Materials are not owned or controlled by U-bidit.com. These Third-Party Materials are provided for your reference and convenience only, and do not imply any endorsement, sponsorship, or recommendation by U-bidit.com. Third Party Materials may be subject to their own privacy policies and terms of use that explain and govern your use of those Third-Party Materials.

Permissible Use and U-bidit.com Intellectual Property

Limited License for Users

Subject to your compliance with these Terms, we hereby grant you, as a User, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services for your personal and informational use only.

Limited License to Service Professionals

Subject to your compliance with these Terms, we hereby grant you, as a Service Professional acting in your professional capacity, a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Services for the purpose of providing information, products and services as contemplated by the Services.

Our Services are Protected

The Services, including all material and information, and the selection, arrangement, and composition of such information ("Materials") are proprietary property of U-bidit.com, its suppliers, and licensors and are protected by United States and international intellectual property laws, including but not limited to trademark and copyright laws. You agree not to remove, alter, or obscure any copyright, trademark or proprietary rights notice incorporated in or accompanying the Services. Except for the limited license explicitly granted to you under these Terms, no other license is granted to you, whether by implication, estoppel or otherwise and all rights are explicitly reserved. You may not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or architectural framework for the Services (except to the extent specifically permitted by applicable law). You also may not access, download, monitor, or copy any information or content contained on or in the Properties or the Services through automated or artificial

means (including, but not limited to, screen and database scraping, spiders, robots, crawlers, deep-link, or any similar or equivalent automatic or manual process), or in any way obtain or attempt to obtain any content or information through any means that U-bidit.com does not intentionally make available through the Properties and the Services. However, general purpose Internet search engines and non-commercial public archives that use tools to gather information for the sole purpose of displaying hyperlinks to the Services are granted a limited exception from the foregoing exclusion, provided that they do so from a stable IP address or range of IP addresses using an easily-identifiable agent that adheres to all limitations set forth in any applicable robots.txt file. You may not harvest information about Users or Service Professionals for any purpose. You may not frame any part of our Services. You may not use, or attempt to use, the Services through any means not explicitly and intentionally made available, provided or intended with respect to the Services (including, but not limited to, attempting to gain unauthorized access to any portion of the Properties, the Services, or any other systems connected to the Properties and Services). You may not use or access the Properties or the Services in any manner that could damage, disable, overburden, or impair the Services or that could interfere with the rights of or otherwise harm U-bidit.com, its Service Professionals, suppliers, other Users or any other person.

User Submissions and Other Collected Information

If you are a User, you will be asked to disclose certain information about yourself and your service requirements when you submit a project request for Service Professional services and when you open or confirm your account. You agree to provide us with accurate, complete, and up to date information and to keep it updated, complete and correct. You agree you won't disclose your password to anyone and you'll notify us immediately of any unauthorized use of your account. You are responsible for all activities that occur in your account, whether or not you know about them.

If you are a Service Professional, you will be asked to open an account and may be asked to complete a profile in connection with the Services. You agree to promptly complete your profile and to provide us with such additional information as we reasonably request; to provide accurate, complete and up to date information in connection with the Services; and keep that information updated, complete and correct.

CONSENT. BY PROVIDING YOUR INFORMATION THROUGH THE SERVICES, YOU ARE REQUESTING TO BE (AND YOU EXPRESSLY CONSENT TO BE) IN CONTACT WITH U-BIDIT.COM, SERVICE PROFESSIONALS, AND COMPANIES THAT RECEIVE YOUR SERVICE REQUEST, AS THE CASE MAY BE. YOU AGREE THAT THESE PARTIES MAY CONTACT YOU FOR PURPOSES OF PROVIDING THE SERVICES AND/OR THE SERVICE PROFESSIONAL PRODUCTS OR SERVICES YOU HAVE REQUESTED (AS THE CASE MAY BE), MARKETING, SERVICING

YOUR ACCOUNT, ADDRESSING COMPLAINTS, BILLING OR OTHER ACCOUNT-RELATED MATTERS, OR OTHER PURPOSES REASONABLY RELATED TO THE SERVICES. YOUR CONSENT TO RECEIVE MARKETING COMMUNICATIONS IS NOT REQUIRED AS A CONDITION OF PURCHASING ANY GOODS OR SERVICES.

For complete details on our use of your information, including Collected Information (as defined below), and how to opt out of receiving U-bidit.com marketing communications, please see our Privacy Policy.

Collected Data Definition

You agree and acknowledge that U-bidit.com and Service Professionals may collect text, photos, videos, measurements, comments, reviews, feedback, notes, ideas, know-how, techniques, data or other information (individually and collectively, "Information") before, during, and after the provision of Services, or otherwise in connection with the Services, relating to you, your household, your business, your real or personal property or otherwise (individually and collectively, "Collected Information").

Users Are Responsible for Their Submissions

The Services may permit you and other Users and Service Professionals to submit Information (individually and collectively, "User Submissions"). The person submitting a User Submission, and not U-bidit.com, is solely responsible for that person's User Submission and the consequences of submitting it. By way of example and not limitation, if a Service Professional provides you with advice or other information, the Service Professional (and not U-bidit.com) is solely responsible for that advice and information. You acknowledge and agree that U-bidit.com has no obligation to pre-screen your or any other person's User Submissions.

Knowingly submitting false names or contact information not only is inconsiderate of others' time and energy, it could result in harm to consumers (including violations of privacy) and significant legal and regulatory liability, damages, penalties, and costs for U-bidit.com and Service Professionals. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION IN A SERVICE REQUEST, INCLUDING BUT NOT LIMITED TO ANY NAME OR CONTACT INFORMATION THAT IS NOT YOURS (WHETHER IT'S SOMEONE ELSE'S OR JUST MADE UP), YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO U-BIDIT.COM AND EACH SERVICE PROFESSIONAL OR OTHER PARTY WHO ACCEPTS THAT SERVICE REQUEST FOR ANY LOSSES, LIABILITIES, DAMAGES (DIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER), FINES OR PENALTIES, AND COSTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) INCURRED BY THE AFFECTED PARTIES IN CONNECTION WITH THE IMPROPER SUBMISSION.

Confidentiality of User Submissions

U-bidit.com will not display the address of projects or precisely pinpoint the project location on a map to all Users. However, you acknowledge and agree that the description of the project for which you request Service Professional services, all information contained in any reviews of Service Professionals that you submit and any photos that you upload may be viewed by the general public and will not be treated as proprietary or confidential. Please be careful what you post, to avoid inadvertently disclosing your address or any other personal information that you do not wish to be seen by the general public.

License to User Submissions

With respect to both User Submissions and Collected Information, you grant U-bidit.com a worldwide, non-exclusive, royalty-free, fully paid, perpetual, irrevocable, and fully sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, publish, broadcast, publicly perform and display, make, use, import, offer to sell, sell, and otherwise transfer and exploit all copyrights, inventions, and other intellectual property rights in the User Submissions and Collected Information in any form and any medium. We will not pay you or otherwise compensate you for User Submissions or Collected Information.

Do Not Post Illegal or Harmful Content

You agree that you are the exclusive owner of all rights in the User Submissions and such rights have not been assigned or encumbered. You agree not to post, submit or link to any User Submissions or material that infringes, misappropriates, or violates the intellectual property or other rights of any third party, or that is in violation of any federal, state or local law, rule or regulation. Additionally, you agree not to post, submit or link to any User Submissions or material that is deceptive, fraudulent, threatening, harassing, defamatory, obscene, or otherwise objectionable as determined by U-bidit.com.

Do Not Post Improper Content

You agree not to post, submit or link to any User Submissions or material that (i) directly or indirectly directs persons to another online or offline location that provides products or services similar to the Services; (ii) involves unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation; or (iii) facilitates gambling, gaming, raffles, lotteries, sweepstakes, and/or any other activity featuring the award of a prize.

Reviews of Service Professionals

You may only post a review of a Service Professional if such Service Professional provided products or services to you. You may not accept anything of value from a Service Professional in exchange for posting a review. You may not post or submit a review of a Service Professional if you are (i) an employee, Service Professional, partner of, or otherwise affiliated with such Service Professional, (ii) an employee, Service

Professional, partner of, or otherwise affiliated with a competitor of such Service Professional, or (iii) related to such Service Professional, including by blood, adoption or marriage. You agree that any review that you post or submit will be honest and factually accurate.

Review of User Submissions

We do not approve, control or endorse your or anyone else's User Submissions and have no obligation to do so. However, we reserve the right (but assume no obligation) to pre-screen, refuse, remove or modify User Submissions for any reason, in our sole discretion.

Ideas

If you elect to provide or make available to U-bidit.com any ideas, suggestions, comments, improvements, or other feedback relating to the Services or otherwise ("Ideas"), U-bidit.com will be free to use, disclose, reproduce, have made, modify, license, transfer and otherwise utilize and distribute your Ideas in any manner, without credit or compensation to you.

Telephone Calls and Other Communications

When you contact us, when we contact you, or when you communicate with a Service Professional, or a User through the Services, we may monitor and/or record those communications for quality assurance, customer satisfaction and other purposes. You consent to this monitoring and recording.

Accuracy of Information

U-bidit.com makes no representation or warranty about the accuracy or suitability of the User Submissions or other information displayed on the Properties or provided through the Services. We use commercially reasonable efforts to promptly update any incorrect information displayed on the Properties, when we are notified or otherwise become aware of such inaccuracy.

Additional General Terms for Service Professionals

If you are a Service Professional, the terms in this section apply to you.

Licenses and Obligations

As a Service Professional, you agree that you will solicit, accept, and perform work only if you possess the qualifications, experience and skill necessary to complete such work, and you will complete such work with the degree of skill and care that is required by current good and sound professional procedures and practices in accordance with applicable industry standards. You also agree that you have (and will continue to maintain) current valid licenses, authorizations, commercial liability insurance, workman's compensation insurance, and bonding required by all applicable authorities for any work you solicit, accept, or perform.

Informational Requests

You agree to comply with U-bidit.com's informational requests from time to time in connection with the Services, including providing information that may be used by U-bidit.com (or its third-party Service Professionals) to perform background checks, credit checks, evaluations of reputation and character and other assessments, and to confirm status if we have connected you with a User.

Fees and Payments

U-bidit.com charges certain Fees (“U-bidit.com Fees” or “Fees”). The then-current Fees for purchasing credits (“U-bidit.com Credits” or “Credits”) used by Service Professionals for purchasing the right to bid on projects will be shown at the time Service Professional purchases such Credits. Each Credit allows a Service Professional to place bids on a particular project. A bid is defined as an offer or a counteroffer to a User (a “Bid”). Fees for bidding on projects include the then-current Fees for the Credits and in the future possibly as well as a sliding commission fee (“Commissions”) once the job is awarded. You would be made aware of such a commission fee if it is in fact imposed/declared on a particular job prior to you placing a bid. If you in fact place a bid on a job where there is a commission fee imposed, you are responsible for paying the commission fee to U-bidit.com if you are awarded the job. The Commissions, which are on a sliding scale based on the total project cost, will be provided before the Service Professional uses a Credit to bid on a project.

Payment processing services for Service Professionals are provided by PayPal, and, where applicable, may include money transmission services pursuant to licenses held by PayPal. Payment processing services provided by PayPal are subject to the PayPal Account Agreement, which includes the PayPal Services Agreement. By agreeing to these terms or continuing to operate as a Service Professional on U-bidit.com, you agree to be bound by the PayPal Account Agreement and PayPal Services Agreement, as the same may be modified by PayPal from time to time. As a condition of U-bidit.com enabling payment processing services through PayPal, you agree to provide U-bidit.com accurate and complete information about you and your business, and you authorize U-bidit.com to share with PayPal this information and transaction information related to your use of the payment processing services provided by PayPal.

You agree to pay all Fees. If you do not pay on time or if U-bidit.com cannot charge your PayPal account for any reason, U-bidit.com reserves all rights permissible under law to recover payment, all costs and expenses incurred, including reasonable attorneys' fees, in our pursuit of payment. You explicitly agree that all communication in relation to delinquent accounts or Fees due will be made by electronic mail or by phone. Such communication may be made by U-bidit.com or by anyone on its behalf, including but not limited to a third-party collection agent. If you have a balance due, you agree that U-

bidit.com may bill you for such unpaid Fees. All sales on U-bidit.com are final and non-refundable, except as otherwise specified herein.

All refund and cancellation requests are subject to a decision by U-bidit.com in U-bidit.com's sole discretion.

Taxes

You acknowledge and agree that you are responsible for collecting, withholding, remitting, and reporting all applicable Taxes on the provision of your products or services to Users. You agree that you, and not U-bidit.com, are solely responsible for all matters related to Taxes. You agree to be properly registered to collect sales, use, excise and other taxes, duties, and other governmental assessments in connection with your products or services ("Taxes").

Updated Information

You agree to immediately notify us if: (i) any information you have provided to U-bidit.com, or any relevant information about you, has changed, (ii) a User has notified you that they have a complaint with you or any products or services provided by you, (iii) you have received notice of any complaint, investigation, fine or adverse action taken by a governmental authority with respect to your professional license or your products or services, or (iv) you have been notified of any termination, suspension, or lapse of any professional license, insurance or bonding.

Information Regarding Users

U-bidit.com may provide you with personal information relating to individuals that are seeking products or services. You may not rent, sell, or otherwise provide this information to others without such individual's consent or except as required to provide your products or services to such individual. You may not use, or attempt to use, this information in a manner that would violate these Terms or for any purpose not intended by U-bidit.com.

Quality Control

U-bidit.com representatives may access and monitor your Service Professional account and usage and communication information and may monitor, review and use such account and usage and communication information as they deem appropriate, including (for example) as reasonably needed to confirm status of project requests when we have connected you with a User, to investigate complaints or billing issues, to provide services to you, and to verify information you or Users have provided.

Confidentiality

If you receive confidential information from U-bidit.com, you agree not to use it or disclose it to any third party except as necessary to perform your obligations contemplated by our relationship. Confidential information includes but is not limited to

information concerning U-bidit.com's Fees, marketing plans, financial results, pricing schedules, product lines, product plans, proprietary technology, research information, practices, trade secrets, and any and all other information that is not generally known to the public.

Independent Contractor

You acknowledge that you are an independent contractor and no agency, partnership, joint venture or employee-employer relationship with U-bidit.com is intended or created by these Terms or any relationship between us, that you have no power or authority to make any commitments on behalf of U-bidit.com, and that U-bidit.com has no power or authority to make any commitments on your behalf. You will be solely responsible for the supervision, direction and control, compensation, benefits, and withholdings of all of your personnel.

Project Requests

Certain U-bidit.com Services give Service Professionals the right to Bid on project posted by homeowner Users who have requested that Service Professional bid on a particular project (a "Project Request"). Information regarding a Project Request, and the right to respond to it, may be made available to a Service Professional through U-bidit.com's communications platform. To respond to a particular Project Request, you must have sufficient Credits in your U-bidit.com account; if you do not have sufficient Credits, you can add funds through PayPal to purchase additional Credits. The number of opportunities available to respond to a particular Project Request is limited, and these opportunities are allocated to Service Professionals on a first-come, first-served basis. Once you use a Credit on a project request, U-bidit.com will allow you to connect with the User.

No Guarantee

As a Service Professional, you agree and acknowledge that U-bidit.com cannot and does not guarantee the results of any Service Professional Product, including the exposure you will receive as part of the Services, the number or quality of potential customers with whom you will have contact, or whether a homeowner will actually contract with you to do the work if you respond to their project request. You acknowledge that U-bidit.com may impose limits on the type and/or number of Service Professionals that can participate in particular programs, which Service Professionals are notified about particular project requests and the timing of such notification, and the type and/or number of Service Professionals who can respond to particular project requests.

Service Professional Profile

You understand and acknowledge that the amount and quality of your Service Professional information (including the amount and quality of profile data, project activity and endorsements) will affect your exposure within the Services. You agree to immediately complete a Service Professional profile on the U-bidit.com website upon

signing up for a Service Professional Product and to populate such profile with as much information as possible.

Suspension; Termination

U-bidit.com reserves the right to suspend or terminate any Service Professional's ability to purchase Service Professional Products or otherwise use the Services, including but not limited to as a result of default in payment obligations. Our general practice is to stop sending project requests 7 days after a Service Professional's account becomes delinquent, and to suspend a Service Professional's account after 14 days of delinquency.

Accounts and Charges for Users

Provided Services

Service Professionals use U-bidit.com to make their products and services available to Users in response to project requests or inquiries ("Service Professional Services" or "Provided Services").

User Account

Account registration is required for Users to receive or use certain Provided Services. When you open, or confirm an account, you will be required provide us with specified personal information, which may include, without limitation, your name, address, and mobile phone number. You must keep your account information complete, accurate and current at all times. You agree to maintain the security of your account information and that you are responsible for all activity in connection with your account. By creating your account, you agree that communication may be made with you via telephone, email, text (SMS) message or other reasonable electronic or non-electronic means, at any of the contact numbers or addresses you provide, as part of the normal business operation of the Provided Services.

Charges

You understand and agree that use of the Service Professional Services will result in charges to you for the products or services provided by Service Professionals ("Service Professional Charges" or "Charges"). You will be informed of Charges before products or services are provided by Service Professionals. You should confirm Charges each time you request or contract for products or services. Applicable sales tax will be added to all Charges where required by law.

Payment

Payment terms for Service Professional Charges will be as agreed upon between you and the Service Professional. You acknowledge and agree that your purchases of services and

products from a Service Professional are transactions between you and that Service Professional, and not with U-bidit.com.

Third-Party Intellectual Property

Third-Party Intellectual Property

All non-U-bidit.com trademarks, product names and logos appearing on our Services are property of their respective owners.

Claims of Copyright Infringement.

If you believe that your work has been reproduced in connection with the Services in a manner that constitutes copyright infringement, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by sending a written notification to U-bidit.com at the address below, with the following information: (i) a physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest, (ii) identification of the copyrighted work claimed to have been infringed, (iii) a description of where the material that you claim is infringing is located within the Services, (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an e-mail address, (v) a signed statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law, and (vi) a signed statement that the information in the notification is accurate, and under penalty of perjury, that you are the copyright owner or you are authorized to act on behalf of the owner.

Notification pursuant to the DMCA should be submitted to:

U-bidit.com.com, LLC
ATTN: U-bidit.com Support
support@U-bidit.com
(888) 311-8243 ext3

Disputes, Arbitration, and Class Action Waiver

Binding Arbitration

YOU AGREE THAT ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS, THE PRIVACY POLICY, YOUR ACCESS TO OR USE OF THE SERVICES OR THE PROPERTIES OR ANY RELATIONSHIP BETWEEN US (ANY OF THESE, A "DISPUTE") WILL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at <http://www.adr.org/>. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single, independent, and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in Mecklenburg County, North Carolina. The decision of the arbitrator shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

Class Action Waiver

ANY DISPUTE WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL LEGAL ACTION. YOUR ACCESS AND CONTINUED USE OF THE PROPERTIES AND/OR THE SERVICES SIGNIFIES YOUR EXPLICIT CONSENT TO THIS WAIVER. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN COURTS OF COMPETENT JURISDICTION LOCATED IN MECKLENBURG COUNTY, NORTH CAROLINA. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH PROCEEDING.

Notwithstanding anything to the contrary, you and U-bidit.com may seek injunctive relief and any other equitable remedies from any court of competent jurisdiction to protect intellectual property rights, whether in aid of, pending or independently of the resolution of any Dispute pursuant to the arbitration procedures set forth above.

Limitation of Liability

YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES, YOUR OFFERING OR PROVIDING SERVICE PROFESSIONAL SERVICES OR REQUESTING OR RECEIVING SERVICE PROFESSIONAL SERVICES THROUGH THE SERVICES, AND ANY CONTACT YOU HAVE WITH OTHER USERS OF U-BIDIT.COM OR THIRD PARTIES, WHETHER IN PERSON OR ONLINE, REMAINS WITH YOU. NEITHER U-BIDIT.COM NOR ANY OTHER PARTY INVOLVED IN THE SERVICES WILL BE LIABLE (WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT U-BIDIT.COM HAS BEEN INFORMED OF THE POSSIBILITY

OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE) FOR: (A) ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL; (B) SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE; (C) THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; (D) ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS; (E) THE USE OF OR INABILITY TO USE THE SERVICES OR SERVICE PROFESSIONAL SERVICES; (F) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE SERVICES OR OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SERVICES; OR (G) YOUR OFFERING OR PROVIDING SERVICE PROFESSIONAL SERVICES OR REQUESTING OR RECEIVING SERVICE PROFESSIONAL SERVICES THROUGH THE SERVICES.

IN NO EVENT SHALL THE TOTAL, AGGREGATE LIABILITY OF U-BIDIT.COM AND ITS AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ARISING FROM OR RELATING TO THE TERMS AND SERVICES, OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR IN CONNECTION WITH ANY SERVICE PROFESSIONAL SERVICES OR INTERACTIONS WITH ANY OTHER USERS EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO U-BIDIT.COM BY YOU ACCORDING TO THE TERMS, OR ONE HUNDRED US DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE.

THE LIMITATION OF LIABILITY DESCRIBED ABOVE SHALL APPLY FULLY TO RESIDENTS OF NEW JERSEY.

Indemnification

You agree to release, defend, indemnify, and hold U-bidit.com and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with (a) your access to or use of the Services or your violation of these Terms; (b) your User Submissions; (c) your interaction with any Member or user; and (d) the request or receipt or offer or provision of Service Professional Services by you, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with such Service Professional Services.

Notwithstanding the previous paragraph, if you are a resident of New Jersey, you only agree to release, defend, indemnify, and hold U-bidit.com and its affiliates and subsidiaries, and their respective officers, directors, employees and agents, harmless from

and against any third-party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

If you are a California resident, you waive California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." If you are a resident of a state other than California, you waive your rights under any statute or common law principle similar to Section 1542 that governs your rights in the jurisdiction of your residence.

Miscellaneous

Assignment

These Terms, and any rights and licenses granted hereunder, may be transferred or assigned by you only with U-bidit.com's prior written consent, but may be assigned by U-bidit.com without restriction and without notice to you.

Entire Agreement and Severability

These Terms, include any applicable Special Program Terms, constitute the entire agreement between you and U-bidit.com concerning the Services and supersede all prior or contemporaneous communications of any kind between you and U-bidit.com with respect to the Services. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, void, or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms, and the remainder of these Terms shall remain in full force and effect.

Statute of Limitations

You agree that regardless of any statute or law to the contrary, any claim arising out of or related to the Services offered must commence within one (1) year after the cause of action occurs. Such cause of action is permanently barred if you do not commence the claim within one (1) year. Notwithstanding the foregoing, this statute of limitations shall not apply to residents of New Jersey.

Waiver

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

Modification of Services

We reserve the right to modify, restrict access to, or discontinue the Services (or any portion of the Services), temporarily or permanently, with or without notice to you, and

we are not obligated to support or update the Services. Unless explicitly stated otherwise, any new features that result in a change the current Services shall be subject to these Terms.

Termination

We reserve the right to refuse service to anyone. We reserve the right, with or without notice, and in our sole discretion, to terminate any license to the Services, in whole or in part, and to block or prevent any User's or Service Professional's future access to and use of the Services, for any at any time and for any reason (including but not limited to those specifically described in these Terms).

Third Party Beneficiaries

Neither these Terms nor the Privacy Policy create any right of action on the part of any third party, except for the U-bidit.com Parties and suppliers or others who are party to written agreements with us explicitly giving them third party beneficiary rights.

Attorney Fees

If any of the U-bidit.com Parties take legal action against you as a result of your violation of these Terms, the U-bidit.com Parties will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the U-bidit.com Parties.

Governing Law

You agree that these Terms, the Privacy Policy and any Dispute will be governed only by United States and North Carolina state law, without regard to conflict of law provisions. Without limiting the jurisdiction of any other court, you admit and further irrevocably agree to submit to the personal jurisdiction of the courts located within Mecklenburg County, North Carolina for the purpose of entering judgments on awards from arbitration.

A User's rights under an agreement with a Service Professional will be governed by the terms of that agreement and by applicable federal, state, and local laws.

Contact Us

If you have questions about these Terms, please contact us by email at support@U-bidit.com.