

GridGopher Privacy Policy

Last Modified June 9, 2021

This Privacy Policy discloses our privacy practices and the possible uses of the information that we gather via <http://www.gridgopher.com/>, our mobile application(s), and via other submissions by you to GridGopher (together, the "Site and Services"). By using the Site and Services you consent to the terms of this Privacy Policy. If you do not agree to the terms and conditions of this Privacy Policy, including having your personally identifiable information ("Personal Information" as defined below) used in any of the ways described in this Privacy Policy, you may not be able to use certain parts or features of our Site and Services, and in some instances, this may result in termination of your membership. GridGopher may update this Privacy Policy from time-to-time in its sole discretion. You are responsible for reviewing the Privacy Policy for any changes each time that you use the Site and Services and you are bound by such changes. Your use of the Site and Services following us posting a new privacy policy on our Site signifies that you agree to and accept the Privacy Policy as modified.

This Privacy Policy applies to the entire GridGopher family of products and services, such as our online services, our mobile applications, and other GridGopher products or services. This Privacy Policy is part of our GridGopher Membership Agreement, Terms of Use, and all other terms of using our Site and Services.

Information Collected

GridGopher collects information on our users in various ways, such as by your voluntary submissions, participation in services provided via the Site and Services, from third parties with your consent, and through cookies and other tracking technology. GridGopher collects the following information:

- *Personal Information*

"Personal Information" refers to information that tells us specifically who you are, such as your name, phone number, email, postal address, and possibly information relating to certain support or customer service issues. In many cases, we need this information to provide to you many of the services that you may have requested.

- *Cellular Phone Numbers*

By providing a cellular telephone number to us, you expressly consent to, and authorize us or a third party on our behalf to deliver autodialed or prerecorded telemarketing calls and/or text messages to the number you provide. You are not required to consent to these calls as a condition to purchasing any goods or services, but withholding your consent may prevent us from providing certain services to you. This consent encompasses all future autodialed or prerecorded telemarketing calls and text messages from us or a third party placing these calls on our behalf. You may revoke consent to receive text messages at any time by contacting GridGopher, including by texting STOP.

- *Submission of Reviews, Ratings, and Comments*

We collect information that you voluntarily provide as part of our Site and Services, including messages, posts, comments, responses, reviews, and ratings you submit through the Site and Services, ("User Generated Content"). GridGopher may in its discretion share your User Generated Content with others such as your member reviews, ratings, skills, job reports or job information. If you do not want certain information shared with others, you should not submit User Generated Content, or should not submit User Generated Content that contains information or Personal Information you do not want shared in this manner. Once You have submitted User Generated Content, we reserve the right to publish it in any medium to others.

- *Aggregate Information*

We may collect general, non-personal, statistical information about the use of the Site and Services, such as how many visitors visit a specific page on the Site, how long they stay on that page, and which hyperlinks, if any, they click on. This information represents a generic overview of our users, including their collective viewing habits, and allows us and other third parties to modify information, promotions, offers and/or discounts on products and services based on user traffic and behavior. We collect this information through the use of technologies such as 'cookies' and web beacons, which are discussed in greater detail below. We collect this information in order to help enhance the Site and Services to make for a better visitor experience.

- *Third Party Information*

We may supplement the information you provide to us with content from other sources, such as information to validate or update your address, payment card or other demographic and lifestyle information. We use this information to maintain the accuracy of the information we collect, to support and augment our products and services, to target our communications so that we can inform you of products, services and offers, and for internal business analysis or other business purposes consistent with our mission.

- *Cookies*

GridGopher may automatically collect non-personally identifiable information and data through the use of cookies. Cookies are small text files a website uses to recognize repeat users, facilitate the user's ongoing access to the website and facilitate the use of the website. Cookies also allow a website to track usage behavior and compile site usage information that will allow for the improvement of content and target advertising. Most browsers allow you to control cookies, including whether or not to accept them and how to remove them. You may set your browser to notify you if you receive a cookie, or you may choose to block cookies with your browser. However, please be aware that some features of our Site and Services may not function or may be slower if you refuse cookies. You may also get cookies from our advertisers or other third parties with links on the Site as described below. We do not directly control these cookies.

We may use third-party services to collect and use anonymous information about your activity on our website through cookies and similar technology to personalize advertisements for goods and services. To learn more, or to opt-out of

receiving online display advertisements tailored to your interests by our third party partners, visit the Digital Advertising Alliance Consumer Choice Page at <http://www.aboutads.info/choices/>.

- *Other Tracking Technologies*

Tracking technologies may record information such as Internet domain and host names; protocol (IP) addresses; browser software and operating system types; clickstream patterns; the MAC address or other technical information from your mobile device; location information through GPS, WiFi, Bluetooth, or similar technologies; and dates and times that our Site and Services are accessed. An IP address is a number that is automatically assigned to your computer whenever you are surfing the web. Web servers, the computers that 'serve up' webpages, automatically identify your computer by its IP address.

- *Do Not Track*

Do Not Track (DNT) is a privacy preference that users can set in some web browsers, allowing users to opt out of tracking by websites and online services. At the present time, the World Wide Web Consortium (W3C) has not yet established universal standards for recognizable DNT signals and therefore, GridGopher and the Site do not recognize DNT.

Use of Information

The information GridGopher collects is used in a variety of ways, including

- for internal review;
- to improve the Site and Services;
- to optimize third-party offers of products and/or services;
- to verify the legitimacy of reviews and ratings;
- to notify you about updates to the Site and Services;
- to let you know about products, services, and promotions;
- for our marketing purposes and the marketing of discounts offered through our Site and Services by service contractors (collectively "Service Providers");
- to fulfill and provide products and services, including personalized or enhanced services, requested by you; and
- internal business analysis or other business purposes consistent with our mission; and to carry out other purposes that are disclosed to you and to which you consent.

Disclosures and Transfers of Information

We do not disclose Personal Information to third parties, except when one or more of the following conditions is true:

- We have your permission to make the disclosure;
- The disclosure is necessary for the purpose for which the personal information was obtained;
- The disclosure is to the service provider from whom you purchased services through GridGopher's platform, such as project providers;
- The disclosure is to financial service providers in order to fulfill and carry out the purchase and provision of goods and services requested by you;
- The disclosure is required by relevant law;

- The Personal Information to be disclosed is otherwise publicly available in accordance with the applicable law;
- The disclosure is reasonably related to the sale or other disposition of all or part of our business or assets;
- The disclosure is for our own marketing purposes (including, without limitation, for GridGopher to market services to you on third-party social media platforms such as Facebook, Twitter, Instagram, etc.), or, with your authorization, for the marketing purposes of third parties;
- The disclosure is combined with information collected from other companies and used to improve and personalize services, content, and advertising from us or third parties;
- The disclosure necessary to establish or maintain legal claims or legal compliance, to satisfy any law, regulation, subpoena or government request, or in connection with litigation;
- The disclosure relates to users who we believe are engaged in illegal activities or are otherwise in violation of our GridGopher Membership Agreement, even without a subpoena, warrant or court order; or
- The disclosure is to outside businesses to perform certain services for us, such as maintaining our Site and Services, mailing lists, processing orders and delivering products and services, sending postal mail, processing claims for lost or stolen certificates, providing marketing assistance, confirming your identity for review integrity, and data analysis ("Administrative Service Providers"), including Administrative Service Providers outside the country or jurisdiction in which you reside.

Prior to sharing your Personal Information with others, we enter agreements with outside parties to whom we are transferring data to govern the use and security of the transferred information in accordance with this Privacy Policy and applicable law. If GridGopher becomes aware that any such outside party is using or disclosing Personal Information improperly, we will notify that party and request that it take reasonable steps to cease such use or disclosure.

We may also disclose aggregate visitor data in order to describe the use of the Site and Services to our existing or potential business partners or other third parties, or in response to a government request. We may also share aggregated demographic and preference data with third parties to enable the provision of targeted information, promotions, offers and/or discounts on products and services.

Choice: Accessing Your Information and Opt-in/Opt-out Requests

To help you review, edit, and control how we use much of the information we collect about you, you can visit your "Manage My Accounts" webpage. On the "Manage My Accounts" webpage, you can update certain information and unsubscribe from receiving specific types of email messages and telephone calls, including autodialed or pre-recorded telemarketing calls placed by us or a third party on our behalf. You may also unsubscribe from our monthly

digital magazine, which is a benefit that is included with your subscription. You cannot, however, unsubscribe from receiving certain emails, such as account status and billing related emails, unless you close your account and fulfill any existing contractual obligations.

You can also ask us whether we are keeping information about you; ask how your information is being used; ask us to update or correct your information; or opt-out of our collection and use of certain information by sending an email to info@gridgopher.com or by writing us at P.O. Box 633 Lemont, IL. 60439 with your request. If you choose to opt-out of the collection and use of certain of your information, you understand that some services, may no longer be available to you, potentially requiring us to close your Account. Please include the details of your request in your email or correspondence. We may require proof of your identity before we process your request. We allow you to challenge the data that we hold about you and, where appropriate, you may have certain data erased, rectified, amended, or completed. Approved requests will be processed within ten (10) days of the date on which we receive the request.

Data Security, Integrity, and Access

The Personal Information that we collect is stored within databases that we control directly or through our Administrative Service Providers. As we deem appropriate and as required by the applicable law, we use security measures appropriate for the sensitivity of the Personal Information and consistent with industry standards, including physical, organizational and technological protections, such as firewalls, to protect your Personal Information. We also use industry standard encryption technology to protect credit card and password information. However, since no security system is impenetrable, we cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to us over the Internet.

Personal Information may only be accessed by persons within our organization, our third-party service providers who need access to provide you with the services indicated above, or any other party that you have authorized us to share such information with.

We retain Personal Information only as long as reasonably necessary to fulfill the purposes for which it was collected or to otherwise meet any legal requirements.

Your information may be transferred to, and maintained on, computers located outside of your state, province/territory, or country where the privacy laws may not be as protective as those where you live. If you are located outside the United States and choose to provide information to us, please be aware that we transfer Personal Information to the United States and process and store it there. As a result, this information may be subject to access requests from governments, courts, law enforcement officials and national security authorities in the United States according to its laws. Subject to the applicable laws, we will use reasonable efforts to ensure that appropriate protections are in place to maintain protections on the Personal Information. By submitting your Personal Information, you consent to having your personal data transferred to, processed, and stored in the United States. GridGopher may assign you a user ID and a password when you as part of your participation and access to the Site and Services. Your user ID and password may only be used by you and the members of your household. You may not share your user ID and password with anyone else, and you are solely responsible for maintaining and protecting

the confidentiality of your user ID and password. You are fully responsible for all activities that occur under your user ID and password. You can access and update your login information on your "Manage My Account" webpage.

Credit Card Information

We may share credit card information with trusted third parties to bill you for our service. We use third parties for secure credit card transaction processing, and we send billing information to those third parties to process your orders and payments or to validate your credit card information on file. Credit card information is encrypted during transmission and whenever stored within our systems or with our vendors. In addition to utilizing encryption that meets the US Government's FIPS 140-2 Certification, we take care to store only the amount of information required to bill you for services.

Our credit card processing vendors use security measures to protect your information both during the transaction and after it's complete. Credit card processing vendors are certified as compliant with multiple industry-standard compliance frameworks including the Payment Card Industry (PCI) Service Provider Level 1, the SSAE-16 audit standard.

Refunds

No refunds on monthly membership.

Third-Party Websites and Links

Please note that you may have cookies placed on your computer by third-party websites that refer you to GridGopher. Although we do not share your Personal Information with these third-party websites unless you have authorized us to do so, they may be able to link certain non-personally identifiable information we transfer to them with Personal Information they previously collected from you. Please review the privacy policies of each website you visit to better understand their privacy practices. In addition, GridGopher would like to inform you that anytime you click on links (including advertising banners), which take you to third-party websites, you will be subject to the third parties' privacy policies. While we support the protection of our customer's privacy on the Internet, GridGopher expressly disclaims any and all liability for the actions of third parties, including but without limitation to actions relating to the use and/or disclosure of Personal Information by third parties.

Our Site and Services may contain links to other sites operated by third parties. GridGopher does not control such other sites and is not responsible for their content, their privacy policies, or their use of Personal Information. GridGopher's inclusion of such links does not, by itself, imply any endorsement of the content on such sites or of their owners or operators except as disclosed on the Site and Services. Any information submitted by you directly to these third parties is subject to that third party's privacy policy.

Children's Privacy

GridGopher does not intend the Site and Services to be used by individuals under the age of majority within the jurisdiction within which they reside without the supervision of a parent or guardian of majority age. GridGopher relies upon such parents or guardians to determine if the Site and Services is appropriate for the viewing, access, or participation by such individuals under the age of majority. If an individual under the age of majority uses the Site

and Services, such individual may only use the Site and Services under the supervision of a parent or guardian of majority age.

We do not seek or knowingly collect any Personal Information about children under 13 years of age. If we become aware that we have unknowingly collected Personal Information from a child under the age of 13, we will make commercially reasonable efforts to delete such information from our database.

If you are the parent or guardian of a minor child who has provided us with Personal Information, you may contact us using the information below to request it be deleted.

Governing Law; Visitors Residing Outside the United States

This Privacy Policy and the privacy practices of GridGopher will be subject exclusively to the laws in which GridGopher provides its services.

Your California Privacy Rights

This privacy policy describes how we may share your information for marketing purposes. It applies to all GridGopher customers, including California residents:

- We share information with others as more fully set forth above in ***Disclosures and Transfers of Information***.
- We share your information with other parts of our business and with our service providers. See above: ***Disclosures and Transfers of Information***.

You may contact us with any questions, or to request a list of third parties to whom we may disclose information for marketing purposes and the categories of information we may disclose. See below: How to Contact us.

How To Contact us

All requests, questions, concerns, or complaints about your Personal Information or this Privacy Policy, please contact our Privacy Officer by mail or email at the following:

Email: info@gridgopher.com

Contact Address: P.O. Box 633 Lemont, IL. 60439

We welcome your questions and comments.

GridGopher Terms of Service

Last Updated: June 9, 2021

GridGopher, Inc. (“GridGopher”) helps members research, hire, rate, and review a variety of service contractors and trade professionals (collectively, “Service Providers”). The following Terms of Use outline your obligations when using the GridGopher websites, mobile applications, and services.

ACCEPTANCE OF TERMS

The GridGopher Internet site available at www.gridgopher.com, the GridGopher mobile application, all related sites and mobile applications, and the various content, features, and services offered on and in connection with these sites and applications, including the GridGopher magazine (collectively, the "Sites and Services") are owned and operated by GridGopher and can only be accessed and used by you under the Terms of Use described below ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING ANY OF THE SITES AND SERVICES, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS AND USE THE SITES AND SERVICES.

MODIFICATIONS OF TERMS OF USE

GridGopher may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Sites and Services, with or without additional notice to you. You should regularly review information posted on the Sites and Services to obtain timely notice of such changes. If you do not agree to the amended terms, you agree to immediately stop using the Sites and Services and to provide GridGopher notice to remove you from any distribution lists or other communication list that are available to you through your use of the Sites and Services. YOUR CONTINUED USE OF THE SITE AND SERVICES AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

USE OF THE SITE AND SERVICES

Subject to full compliance with these Terms of Use, GridGopher grants authorized users a nonexclusive, nontransferable, nonsublicensable, terminable license to access and use the Sites and Services for your personal use. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, or otherwise exploit the Site or Services or any of their content for any purpose except for your personal use and as described in these Terms of Use, without the express written consent of GridGopher. GridGopher may modify, update, suspend or discontinue the Sites and Services, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. GridGopher shall not be liable to any user or other third party for any such modification, update, suspension or discontinuance.

USER CONDUCT

As a condition of your access and use of the Sites and Services and your submission or access to any ratings, reviews, communications, information, data, text, photographs, audio clips, audiovisual works, or other materials on the Sites and Services (collectively, the "Content"), you agree not to use the Site and Services for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by GridGopher. By way of example, and not as a limitation, you agree not to:

1. violate these Terms of Use, other applicable agreement with GridGopher, and any applicable local, state, national or international law, and any rules and regulations having the force of law;
2. use the Sites and Services in any manner that violates any relevant law or that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any Content that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
3. use the Sites and Services or its Content for any purposes not authorized by these Terms of Use, including commercial, political, or religious purposes, including the submission or transmission of any Content that contains advertisements, promotional materials, junk mail, or any other form of solicitation;
4. reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Site and Services for any commercial, educational, or any other non-personal purpose or any for any purpose unrelated to your personal purchasing decisions, without the express written consent of GridGopher, which consent may be withheld by GridGopher in our sole discretion;
5. post irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure, interfere or attempt to interfere with the proper working of the Sites and Services or any activities conducted on the Sites and Services;
6. harass, threaten, intimidate, impersonate, or attempt to impersonate any other person, falsify your contact or other information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with GridGopher, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
7. knowingly provide or submit false or misleading information;
8. use the Sites and Services if you are under the age of eighteen (18);
9. take any action that would undermine the review and rating process under the Sites and Services;
10. attempt to gain unauthorized access to the Sites and Services, other user accounts, or other computer systems or networks connected to the Sites and Services;
11. use the Sites and Services in any way that could interfere with the rights of GridGopher or the rights of other users of the Sites and Services;
12. attempt to gain unauthorized access to any portion or feature of the Sites and Services, or any other systems or networks connected to the Sites and Services or to any server used by GridGopher by hacking, password 'mining' or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other Sites and Services user;
13. sell, share, or otherwise transfer your account username, password, other information, or your rights or obligations under these Terms of Use;
14. transmit or submit any transmission or other materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that is likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Sites and Services;
15. access, download, monitor, or copy any information contained on our Sites and Services through artificial means (including but not limited to use any 'deep-link', 'scraper', 'robot', 'spider' or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process, or in any way reproduce or circumvent the

navigational structure or presentation of the Sites and Services or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Sites and Services; or

16. probe, scan or test the vulnerability of the Sites and Services or any network connected to the Sites and Services, nor breach the security or authentication measures on or of the Sites and Services or any network connected to the Sites and Services. You may not reverse look-up, trace or seek to trace any information on any other user of the Sites and Services, or any other customer of GridGopher, including any GridGopher account not owned by you, to its source, or exploit the Sites and Services or any service or information made available or offered by or through the Sites and Services, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by GridGopher and provided for by the Sites and Services.

GRIDGOPHER SERVICES

When using, accessing, or purchasing particular services or features of the Site and Services, you shall be subject to any posted agreements, guidelines, or rules applicable to such services or features that may be posted from time to time. All such agreements, guidelines, or rules are hereby incorporated by reference into the Terms of Use.

REGISTRATION INFORMATION

We may require that you create an account to use or access certain parts of the Sites and Services and use certain products and features. We may require that you provide login information such as a username and password to access and utilize your account. As a condition of your use of the Sites and Service, you agree to (a) provide GridGopher with true, accurate, current and complete information as prompted by the GridGopher's registration forms, when registering for or using the Sites and Services and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your username and password. While there are limited, legitimate reasons for creating multiple accounts, creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

SUBMITTING CONTENT

As a condition of submitting any Content or other materials to the Site or Services, you agree that:

1. you grant to GridGopher a royalty-free, perpetual, irrevocable, worldwide, nonexclusive, transferable, and sublicensable license to use, reproduce, copy, adapt, modify, merge, distribute, publicly display, create derivative works from, incorporate such Content into other works;
2. you grant to GridGopher all rights necessary to publish or refrain from publishing your name and address in connection with your Content; sublicense through multiple tiers the Content,

and acknowledge that this license cannot be terminated by you once your Content is submitted to the Sites and Services;

3. you grant to GridGopher all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction, distribution, or exploitation of your Content by any other party;
4. your name and report information may be made available to the public and to the Service Providers on which you report;
5. you represent that you own or have secured all legal rights necessary for the Content submitted by you to be used by you, GridGopher, and others as described and otherwise contemplated in these Terms of Use;
6. you represent and warrant that each person identified, depicted, or shown in in your Content, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the Content consistent with these Terms of Use;
7. you are solely responsible for your reviews and ratings;
8. GridGopher may, in its sole discretion, choose to remove or not to remove reviews and ratings once published;
9. you will not submit any reviews that may be considered by GridGopher to be infringing, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, or otherwise violates any relevant law or right of any other party, or racially, ethnically or otherwise objectionable;
10. all of your reviews and ratings will either be based upon (i) your actual first-hand experiences with the Service Providers you are reviewing or (ii) as provided below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby you have the legal authority to disclose such health information and experience of such individual;
11. all of your reviews and ratings of the Service Providers that you are rating will be accurate, honest, truthful, and complete in all respects. Disputes and Violations of Terms will result in review and possible action;
12. you do not work for, own any interest in or serve on the board of directors of, any of the Service Providers for which you submit reviews and ratings; you are not in any way related (by blood, adoption or marriage, if the Service Provider is an individual) to any of the Service Providers for which you submit reviews or ratings. Disputes and Violations of Terms will result in review and possible action;;
13. you have not received any form of compensation to post reviews and ratings. Disputes and Violations of Terms will result in review and possible action;
14. you will submit thorough and thoughtful reviews of the Service Providers you review (for example, submitting a review describing a service contractor as "He/She is great." Without additional commentary is not a thorough and thoughtful review). Incomplete reviews will be reviewed and if a violation is determined, will be removed;
15. you will not submit reviews that comment on other users or the reviews of other users. Violations will be reviewed and removed;
16. you will not submit reviews with hyperlinks. Violations will be reviewed and removed; or
17. the reviews and ratings that you provide do not reflect the views of GridGopher, its officers, managers, owners, employees, agents, designees or other users.

PUBLICATION AND DISTRIBUTION OF CONTENT

GridGopher does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that GridGopher simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content and for the publication and distribution of any content posted by Service Providers in response to Content (“Service Provider Content”). You understand that all Content and Service Provider Content posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that GridGopher does not control, and is not responsible for Content or Service Provider Content made available through the Service, and that by using the Service, You may be exposed to Content that is inaccurate, misleading, or offensive. You agree that You must evaluate and make Your own judgment, and bear all risks associated with the use of any Content and Service Provider Content.

You further acknowledge that GridGopher has no obligation to screen, preview, monitor or approve any Content or Service Provider Content, or Content posted or submitted by any other GridGopher member or any Service Provider. However, GridGopher reserves the right to review and delete any Content that, in its sole judgment, violates the terms and conditions of this Agreement. By using the Service, You agree that it is solely YOUR RESPONSIBILITY to evaluate Your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any Content that You submit, receive, access, transmit or otherwise convey through the Service. Under no circumstances will GridGopher be liable in any way for any Content or Service Provider Content, including, but not limited to, any Content or Service Provider Content that contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content or Service Provider Content submitted, accessed, transmitted or otherwise conveyed via the Service. You waive the right to bring or assert any claim against GridGopher relating to Content or Service Provider Content, and release GridGopher from any and all liability for or relating to any Content or Service Provider Content.

You may, however, report Content that you believe violates these Terms of Use or is otherwise unlawful by sending an email to info@gridgopher.com (for copyright complaints, please see below). Please note that you may be liable for damages (including costs and attorneys’ fees) for unlawful misrepresentations. If you are uncertain whether an activity is unlawful, we recommend seeking advice of an attorney.

You agree that GridGopher may establish general practices, policies and limits, which may or may not be published, concerning the use of the Sites and Services, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Sites and Services in a given period of time. You agree that GridGopher has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Sites and Services. You agree that GridGopher has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

SERVICE PROVIDERS

GridGopher does not endorse and is not responsible or liable for any Content, data, advertising, products, goods or services available or unavailable from, or through, any third party or Service Provider (which includes, but is not limited to, health care and wellness providers). You agree that should you use or rely on such Content, data, advertisement, products, goods or services, available or unavailable from, or through any third party or Service Provider (which includes, but is not limited to, health care and wellness providers), GridGopher is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Service Provider (which includes, but is not limited to, health care and wellness providers), and any other terms, conditions, representations or warranties associated with such dealings, are between you and such Service Provider (which includes, but is not limited to, health care and wellness providers) exclusively and do not involve GridGopher. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging Service Providers (which includes, but is not limited to, health care and wellness providers).

Third parties and Service Providers may link or otherwise direct Internet users to our Sites and Services for the purpose of utilizing one or more of the services we provide on behalf of others. Additionally, we may provide links or otherwise direct you to third party or Service Provider websites. GridGopher does not control or operate any such third party or Service Provider websites. Any information you provide to these third party or Service Provider websites while on these third party or Service Provider websites is subject to the respective policies of those third parties or Service Providers, and not GridGopher's policies. It is your responsibility to review such third party or Service Provider policies, including any relevant privacy policies. You agree that GridGopher will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside websites or for your use or inability to use such websites. GridGopher does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party or Service Provider sites. You use these third party or Service Provider websites at your own risk.

You agree that GridGopher is not responsible for the accessibility or unavailability of any Service Provider (which includes, but is not limited to, health care and wellness providers) or for your interactions and dealings with them, waive the right to bring or assert any claim against GridGopher relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release GridGopher from any and all liability for or relating to any interactions or dealings with Service Providers (which includes, but is not limited to, health care and wellness providers).

Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or Service Providers found on or through the use of the Sites and Services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that GridGopher shall not be responsible or liable, directly or indirectly, 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 third parties or Service Providers on the GridGopher Sites and Services.

Termination of Access

GridGopher may terminate your privilege to use or access the Sites and Services immediately and without notice for any reason whatsoever. Upon such termination, you must immediately cease accessing or using the Sites and Services and agree not access or make use of, or attempt to use, the Sites and Services. Furthermore, you acknowledge that GridGopher reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Sites and Services. You understand that GridGopher may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to GridGopher. **Any members that activate live on the site and do not respond will have a (1) one email warning. Any further violations may result in removal from the GridGopher site.**

All provisions of these Terms of Use which by their nature should survive termination shall survive the termination of your access to the Sites and Services, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

NOTICE FOR CALIFORNIA USERS

Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Services are provided by GridGopher, Inc., 1030 E. Washington St., Indianapolis, Indiana 46202. If You have any questions, concerns, or complaints regarding the Services, please contact GridGopher, Inc. by either sending: (i) an email to memberservices@angieslist.com; or (ii) a letter, first class certified mail, to GridGopher, 1030 East Washington, Indianapolis, Indiana 46202, Attn: Member Services.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

TRADEMARKS AND COPYRIGHTS

GridGopher, and other Sites and Services graphics, logos, designs, page headers, button icons, scripts, and service names are the trademarks or trade dress of GridGopher in the U.S. and/or other countries. These trademarks and trade dress may not be used, including as part of trademarks and/or as part of domain names, keyword advertisements, or email addresses, or in connection with any product or service in any manner that is likely to cause confusion.

You should assume all Content and material made available on the Sites and Services is protected by copyright law. Aside from user-submitted Content, all other materials and other information on the Sites and Services, including, but not limited to, all text, graphics, logos, icons, images, audio and video clips, downloads, data compilations and software are the exclusive property of GridGopher and/or its licensors and are protected by all United States and international copyright laws.

Notices

You agree that GridGopher may communicate any notices to You under these Terms of Use, through electronic mail, regular mail or posting notices on the Site. All notices to GridGopher will be provided by either sending: (i) an email to info@gridgopher.com; or (ii) a letter, first class certified mail, to GridGopher, P.O. Box 633 Lemont, IL. 60439. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”), GridGopher will respond promptly to claims of copyright or trademark infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “Designated Agent”). Our Designated Agent is:

Registered Agent: B.Brace

Mailing Address: P.O. Box 633 Lemont, IL. 60439

Email: info@gridgopher.com

If You are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that Your work’s copyright or trademark has been infringed, please report Your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

1. a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. identification of the copyrighted work or trademark claimed to have been infringed, or if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
5. a statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
6. a statement that the information in the notification is accurate, and under penalty of perjury, that You are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

GridGopher will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

DELAYS AND ACCESSIBILITY

The Sites and Services may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. GridGopher is not responsible for any delays, failures or other damage resulting from such problems.

USER FEEDBACK

GridGopher appreciates hearing from you, as well as our other users, and welcomes your comments regarding our Sites and Services. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value your feedback on our Sites and Services, please be specific in your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of GridGopher. In addition, none of the Submissions will be subject to any obligations of confidentiality and GridGopher will not be liable for any future use or disclosure of such Submissions.

Warranties and Disclaimers

You acknowledge that GridGopher has no control over, and no duty to take any action regarding: which users gain access to or use the Sites and Services; what affects the content on or in connection with the Sites and Services may have on you; how you may interpret or use the content on or in connection with the Sites and Services; or what actions you may take as a result of having been exposed to the content on or in connection with the Sites and Services. You release GridGopher from all liability for you having acquired or not acquired content or information through the Sites and Services. The Sites and Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. GridGopher makes no representations concerning any content contained in or accessed through the Sites and Services, and GridGopher will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites and Services. GridGopher makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

YOU ACCESS AND USE THE SITES AND SERVICES AT YOUR OWN RISK. THE SITES AND SERVICES ARE PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER GRIDGOPHER NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON OR IN CONNECTION WITH THE SITES AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF GRIDGOPHER, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. WE ARE NOT LIABLE

FOR CRIMINAL, TORTUOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE SITES AND SERVICES. IN NO EVENT WILL GRIDGOPHER OR ANY OF ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTUOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL GRIDGOPHER OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITES AND SERVICES.

ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GRIDGOPHER OR THROUGH OR FROM THE SITES AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, GRIDGOPHER DOES NOT REPRESENT OR WARRANT THAT (I) THE SITES AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITES AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, GRIDGOPHER'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

GRIDGOPHER SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND GRIDGOPHER HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

GridGopher has no control over and no duty to take any action regarding: other users' behavior; what effects Content may have on you; how you may interpret or use Content; or what actions you may take as a result of having been exposed to Content. You release GridGopher from all liability for you having acquired or not acquired Content through the Sites and Services. GridGopher makes no representations concerning any Content, including the accuracy thereof, contained in or accessed through the Sites and Services, and GridGopher will not be responsible or liable for the accuracy,

copyright compliance, legality or decency of material contained in or accessed through the Sites and Services.

The Sites and Services may display links to other Internet sites or resources. Because GridGopher has no control over such sites and resources, you acknowledge and agree that GridGopher is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such sites or resources.

You further acknowledge and agree that GridGopher shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

Indemnity

You agree to indemnify, defend and hold harmless GridGopher, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of these Terms of Use by you; (b) the inaccurate or untruthful Content or other information provided by you to GridGopher or that you submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any rights of another or harm you may have caused to another. GridGopher will have sole control of the defense of any such damage or claim.

Limitation of liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRIDGOPHER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF GRIDGOPHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY GRIDGOPHER OR THE FAILURE OF GRIDGOPHER TO PROVIDE THE SERVICE UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT GRIDGOPHER CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF MEMBERSHIP FEES TO GRIDGOPHER THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR GRIDGOPHER ,

INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE “RELEASED PARTIES”) SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION SUFFERED BY YOU AS A RESULT OF THE FAILURE OF GRIDGOPHER TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY GRIDGOPHER . YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF GRIDGOPHER TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY GRIDGOPHER . YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT GRIDGOPHER SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to these Terms including, without limitation, the Privacy Policy, constitutes the entire agreement between you and GridGopher. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and GridGopher regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with your obligations and duties to GridGopher under these Terms of Use.

GOVERNING LAW

These Terms of Use and the relationship between You and GridGopher will be governed by the laws of the State of Illinois, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Cook County, Illinois and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that GridGopher may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Your use of the Site or Service or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.”

MISCELLANEOUS

If you breach any term of these Terms of Use or other agreement with GridGopher, GridGopher may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages and injunctive relief. GridGopher’s remedies are cumulative and not exclusive. Failure of GridGopher to exercise any remedy or enforce any portion of the Terms of Use at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of the Agreement at any time thereafter. If any provision of the Terms of Use is found to be unenforceable

or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable. These Terms of Use are not assignable, transferable or sublicensable by you except with GridGopher's prior written consent. We may transfer, assign or delegate the Terms and its rights and obligations without consent. Users of this Sites and Services are responsible for compliance with all applicable regulations and laws. No joint venture, partnership, employment or agency relationship exists between you and GridGopher as a result of these Terms of Use or use of the Sites and Services. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of these Terms of Use.

Contacting Us

If you have any comments or questions regarding these Terms, or wish to report any violation of these Terms of Service, please contact us at info@gridgopher.com. We will address any issue to the best of our abilities.

GridGopher Project Agreement

Acceptance of this Agreement

Your access to, use of, or participation in this GridGopher Project Program (as defined below) is subject to this GridGopher's Project Agreement ("Agreement") and all applicable GridGopher regulations, guidelines, and agreements. This Agreement and the GridGopher Privacy Policy, which is hereby incorporated herein, constitute a legally-binding contract between you and GridGopher, Inc., an Illinois corporation ("GridGopher").

All references to "you" or "your," as applicable, mean the person who accesses, uses, and/or participates in the Program in any manner. You may not access, use, and/or participate in the Program if you are under 18 years of age.

This Agreement shall be effective on the date accepted by you. GridGopher reserves the right to immediately terminate this Agreement for any reason at any time.

Modifications to this Agreement or Privacy Policy

GridGopher reserves the right, in its sole discretion and at any time, to change, modify, or otherwise amend this Agreement and any other documents incorporated herein by reference. GridGopher will post any amended Agreements on its website in the same location where the prior Agreement was posted—i.e., where it is presented to you before submitting your project (as defined below). It is your responsibility to review the Agreement for any changes. Your continued use of the Program will signify your assent to, and acceptance of, the amended Agreement. If you do not agree to abide by this or any amended Agreement, you are prohibited from participating in the Program.

Description of the Projects Submission Program

The Projects Program is intended to provide a quick and easy way for GridGopher members to access GridGopher's website, mobile application, or other GridGopher tools or platform ("Customers") to find an eligible service provider who is interested in accepting a work project (the "Program"). The goal is to connect Customers like you with a service provider who will quickly communicate with the Customer their availability and acceptance of the project should the Customer select them to perform the work.

Information you provide to us/TCPA consent

Upon using GridGopher, 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 Service Providers 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 Service Providers via phone, fax, email, mail, text (SMS) messaging, or other reasonable means, at any of

your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the Services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. You also authorize GridGopher to send you an automated pre-recorded call confirming your service request, along with calls from up to four Service Providers that can help you with your request to the land-line or mobile phone number you provided, and you understand that either GridGopher or the Service Providers may use automated phone technology (including autodialed and pre-recorded messages) to call you 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 Policy . You agree that by completing a service request, you are entering into a business relationship with GridGopher and/or a Service Provider and thus agree to be contacted by GridGopher and/or a Service Provider. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Service Providers 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 GridGopher has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, GridGopher has the right to refuse any current or future use of the Program (or any portion thereof) or any other GridGopher services by you. You are responsible for any use of the Program or any other GridGopher services by persons to whom you intentionally or negligently allow access to your password. GridGopher does not encourage sharing password information at any time.

Your Conduct

In connection with your participation in the Program and use of the Platform, you represent and warrant that you:

1. Are above the age of eighteen (18);
2. Will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
3. Will not submit any Projects or content that may be considered by GridGopher to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
4. Will submit thorough and thoughtful Projects that will provide service providers with accurate and detailed information sufficient for them to understand the Project you would like to have completed;
5. Will not submit Projects or content that comment on other service providers or Customers;
6. Will not impersonate, or attempt to impersonate any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with GridGopher, or otherwise attempt to mislead others as to your identity;
7. Will not submit Projects or content that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Platform;

8. Will not access, download or copy any content contained on our Platform through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
9. Will not post non-local or otherwise irrelevant Projects or content, repeatedly post the same or similar Projects or content, or otherwise impose an unreasonable or disproportionately large load on our Platform;
10. Will not take any action that would undermine the Program or Platform;
11. Will not attempt to gain unauthorized access to the Platform, other user accounts, or other computer systems or networks connected to the Platform;
12. Will not use the Platform in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
13. Will not use the Platform in any way that could interfere with the rights of GridGopher or the rights of other users of the Platform;
14. Have sufficient rights in and to all content that you provide, transmit or otherwise convey to GridGopher in connection with the Program;
15. Agree not to re-sell or assign your rights or obligations under this Agreement;
16. Will not reproduce, duplicate, copy, sell, re-sell or exploit any content on the Platform;
17. Will not access the Platform for any commercial, educational or other purposes not related to your personal purchasing decisions, the express written consent of GridGopher, which consent may be withheld by GridGopher in our discretion;
18. Grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the content you provide in the Platform and to prepare derivative works of, or to incorporate such content into other works, and to grant and to authorize sublicenses of the foregoing; and
19. Agree not to create an account or use GridGopher services if your account previously has been terminated by GridGopher or if you previously have been banned from using the services.

The content that you provide does not reflect the views of GridGopher, its officers, managers, owners, employees, agents, designees or other users. In addition, GridGopher retains the right, in its sole discretion, to determine whether or not your use of the Program or Platform is consistent with the terms and conditions of this Agreement. GridGopher may suspend, restrict or terminate your use of the Program and to refuse any future use of all or portions of the Program or Platform if your use breaches or fails to comply with any of the terms and conditions of this Agreement. Additionally, GridGopher may seek any and all other remedies available to it, including: (a) seeking injunctive relief with any court of competent jurisdiction to enjoin any breach or failure to comply with any of the terms and conditions of this Agreement; and/or (b) if damages are ascertainable, seeking damages relating to any breach or failure to comply with any of the terms and conditions of this Agreement.

GridGopher Is Not a Service Provider, Merchant of Record, or General Contractor

GridGopher is not the service provider, is not in the business of providing the services or selling the goods subject of any Lead, Project, or service contract entered into between you and the service

provider (“Service Contract”), and is not responsible in any way for the provision of services or sale of goods offered by such service provider or Service Contract. GridGopher is not a merchant of record or general contractor. Except as provided herein, you shall solely look to the applicable service provider for the facilitation of services or sale of goods relating to the Project or Service Contract. GridGopher is merely operating the Program and Platform that help connect you with the service provider interested in your Project.

Responsibility of Service Provider

The applicable service provider shall be solely responsible for the provision of services and sale of goods subject to the Project or Service Contract and for any and all injuries, illnesses, damages, costs, expenses, liabilities, or otherwise suffered or incurred by you in connection with the fulfillment of or failure to perform the services of the Project or Service Contract.

Publication and Distribution of Content

GridGopher does not guarantee the accuracy, integrity, quality or appropriateness of any content transmitted to or through the Platform. You acknowledge that GridGopher simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of content posted by you or a service provider. You understand that all content posted on, transmitted through, or linked through the Platform, are the sole responsibility of the person from whom such content originated. You understand that GridGopher does not control, and is not responsible for content available through the Platform, and that by using the Platform, you may be exposed to content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with the use of any content.

You further acknowledge that GridGopher has no obligation to screen, preview, monitor or approve any content published by you, a service provider, or a third party. However, GridGopher reserves the right to review and delete any content that, in its sole judgment, violates the terms and conditions of this Agreement. By participating in the Program and using the Platform, you agree that it is solely YOUR RESPONSIBILITY to evaluate your risks to bear associated with the use, accuracy, usefulness, completeness or appropriateness of any content that you submit, receive, access, transmit or otherwise convey through the Platform. Under no circumstances will GridGopher be liable in any way for any content provided by you, a service provider, or a third party, including without limitation, content that contains any errors, omissions, defamatory statements, or confidential or private information or for any loss or damage of any kind incurred as a result of the use of any content submitted, accessed, transmitted or otherwise conveyed via the Platform. You waive the right to bring or assert any claim against GridGopher relating to your content or the content of a service provider or other third party, and release GridGopher from any and all liability for or relating to any such content.

Service Providers

GridGopher does not endorse and is not responsible or liable for any content, data, advertising, products, goods or services available or unavailable from, or through, any service providers. You agree that should you use or rely on such content, data, advertisement, products, goods or services,

available or unavailable from, or through any service Provider, GridGopher is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with or participation in promotions of any service provider, and any other terms, conditions, representations or warranties associated with such dealings (including without limitation any Service Contracts), are between you and such service provider exclusively and do not involve GridGopher. You should make whatever investigation or other resources that you deem necessary or appropriate before hiring or engaging service providers.

You agree that GridGopher is not responsible for the accessibility or unavailability of any service provider or for your interactions and dealings with them, waive the right to bring or assert any claim against GridGopher relating to any interactions or dealings with any service provider, and release GridGopher from any and all liability for or relating to any interactions or dealings with service providers.

GridGopher may, in its sole discretion, have criminal and/or financial background checks conducted on certain service providers. By having such background checks conducted, GRIDGOPHER DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH IN OTHER PROVISIONS OF THIS AGREEMENT.

Minimum Age

If you are under the age of eighteen (18), you are prohibited from participating in the Program.

Limited License

By agreeing to this Agreement, GridGopher grants you a limited license to access, participate in and use the Program and the Platform. You acknowledge and agree that you will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational (or any other non-personal) purpose any content or any portion of Program or Platform, without the express written consent of GridGopher.

Modification, Limitation, and Discontinuance

GridGopher reserves the right to, at any time and without notice, limit access to, modify, change or discontinue the Program. You agree that GridGopher will not be liable to you or to any third party for any such limitation, modification, change, suspension, or discontinuance of the Program. You agree that GridGopher may establish general practices, policies and limits, which may or may not be published, concerning the use or operation of the Program.

Delays

GridGopher is not responsible for any delays, failures or other damage resulting from delays and/or other problems inherent in the use of the Internet and electronic communications.

Feedback

GridGopher appreciates hearing from you, as well as our other users, and welcomes your comments regarding the Program and any other GridGopher product, program, or service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those that we have specifically requested.

Although we do value your feedback on our services, please be specific in your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, you send us creative suggestions, ideas, drawings, concepts or other content (collectively, the "Submissions"), such submissions will be the property of GridGopher. In addition, none of the Submissions will be subject to any obligations of confidentiality and GridGopher will not be liable for any future use or disclosure of such Submissions.

Copyright Materials

You acknowledge and agree that all content and other information on the Platform, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the property of GridGopher or used with the express permission of the owner of such Copyright Materials and are protected by all United States and international copyright laws.

Warranty Disclaimer

You understand and agree that the PROGRAM AND PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT GRIDGOPHER ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE PROGRAM AND PLATFORM. GRIDGOPHER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) SERVICES WILL BE UNINTERRUPTED, TIMELY PERFORMED, SECURE OR ERROR-FREE, (B) ANY CONTENT OR INFORMATION YOU PROVIDE OR GRIDGOPHER COLLECTS WILL NOT BE DISCLOSED, (C) ANY SERVICE PROVIDER OR GOODS SOLD OR PROVIDED IN CONNECTION WITH A SERVICE CONTRACT WILL BE FREE FROM DEFECT, OR (D) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT THE PARTICIPATION IN THE PROGRAM AND USE OF THE PLATFORM IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to you as they relate to implied warranties.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT GRIDGOPHER WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF GRIDGOPHER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM THIS AGREEMENT, YOUR USE OF THE PROGRAM AND PLATFORM, OR ANY OTHER MATTER RELATING TO THE SITE OR ANY SPECIFIC SERVICE REQUEST. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some

jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you.

TO THE EXTENT GRIDGOPHER IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OR OPERATION OF THE PLATFORM, GRIDGOPHER'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF THE VALUE OF THE SERVICE YOU RECEIVED THROUGH THE PROGRAM.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT GRIDGOPHER CONTRACTS WITH A THIRD PARTY TO PROCESS YOUR PAYMENT TO GRIDGOPHER THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR GRIDGOPHER, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES (AS DEFINED HEREIN AND SUBJECT TO THE LIMITATIONS SET FORTH IN THIS SECTION) SUFFERED BY YOU AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY GRIDGOPHER. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF ANY BREACH OF THIS AGREEMENT BY GRIDGOPHER. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT GRIDGOPHER SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

Identification

You agree to indemnify, defend and hold harmless GridGopher, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by you; (b) any goods or services purchased by or contracted by you through the Program, the Platform, or any service contract entered into between you and a service provider; or (c) any violation of any rights of another or harm you may have caused to another. GridGopher will have sole control of the defense of any such damage or claim.

Notice

You agree that GridGopher may communicate any notices to you under this Agreement, through electronic mail, regular mail or posting notices on the Platform. All notices to GridGopher will be provided by either sending: (i) an email to info@gridgopher.com; or (ii) a letter, first class certified mail, to GridGopher, Inc., P.O. Box 633 Lemont, IL. 60439. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 ("DMCA"), GridGopher will respond promptly to claims of copyright or trademark

infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its "Designated Agent"). Our Designated Agent is:

Registered Agent: Mark Lehman- Lehman and Associates

Mailing Address: 805 State St. Lemont, IL. 60439

Email: info@gridgopher.com

If you are a copyright or trademark owner (or authorized to act on behalf of the copyright or trademark owner) and believe that your work's copyright or trademark has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work or trademark claimed to have been infringed, or if multiple copyrighted works or trademarks at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact You, such as an address, telephone number, and, if available, an electronic mail address at which You may be contacted;
5. A statement that You have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or trademark owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

GridGopher will investigate notices of copyright and trademark infringement and take appropriate actions under the DMCA. Inquiries that do not follow this procedure may not receive a response.

Governing Law and Time Limitations for Claims

The Program, the Platform, this Agreement, and your relationship with GridGopher shall be governed by the laws of the State of Illinois, notwithstanding the choice of law provisions. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Cook County, Illinois and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that GridGopher may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action you bring arising out of or related to your use of the Program, the Platform, this Agreement, or your relationship with GridGopher shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

Assignment

You may not assign or otherwise transfer this Agreement or any of its rights and/or obligations relating to this Agreement without the prior written consent of GridGopher.

Waiver

Neither party shall be deemed to have waived any of its rights, powers, or remedies hereunder, except in an express writing signed by an authorized agent or representative of the party to be charged.

Severability

If a provision of this Agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, that shall not affect: (1) the validity or enforceability in that jurisdiction of any other provision of this Agreement; or (2) the validity or enforceability in other jurisdictions of that or any other provision of this Agreement.

Entire Agreement

This Agreement along with the GridGopher Terms of Use, Privacy Policy, and Membership Agreement (if applicable) entered into by you and GridGopher governs your use of the Program and constitutes the entire agreement between you and GridGopher with respect to the Program. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and GridGopher regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between you and third parties, including but not limited to, any service contract you enter into with a service provider. You represent and warrant that those third-party agreements (including any such service contract) do not interfere with your obligations and duties to GridGopher under this Agreement.

Binding Effect

This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefit of you and GridGopher and our respective successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE PLATFORM. OR PARTICIPATE IN THE PROGRAM. YOU ACKNOWLEDGE THAT YOU HAVE READ, HAVE UNDERSTOOD, AND AGREE TO BE BOUND BY THIS AGREEMENT.