

Consumers Terms & Conditions

This Web site and LilyPad's services are offered to you, conditioned on your acceptance without modification, of the following terms, conditions and notices contained in this agreement (the "Terms and Conditions"). Your use of this Web site constitutes your agreement to all such terms, conditions, and notices in effect at such time. If you have any questions regarding these Terms & Conditions, you may [contact us here](#). We may amend these Terms & Conditions at any time by posting a revised version of these Terms and Conditions on the LILYPAD Website. These Terms & Conditions were last updated on April 3rd, 2014.

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2 USING/SIGNING UP FOR LILYPAD. Upon your signing up for the LILYPAD services, you may choose your own password or LILYPAD will assign you a password to access the LILYPAD services through the LILYPAD Web site. You can also sign up, and/or sign in to your account by logging in via FaceBook. You may link your LILYPAD account with FaceBook, by allowing LILYPAD to access your FaceBook Account, in accordance with the FaceBook terms and conditions. You represent that you are entitled grant LILYPAD access to your FaceBook Account, without obligating LILYPAD to pay any fees or making LILYPAD subject to any usage limitations imposed by FaceBook. By granting LILYPAD access to your FaceBook accounts, you understand that LILYPAD will access, make available and store (if applicable) any content that you have provided to and stored in your FaceBook Account ("FaceBook Content") so that it is available on and through the LILYPAD website. Unless otherwise specified in this Agreement, you hereby grant LILYPAD a perpetual, royalty-free, worldwide, irrevocable, transferrable, sub-licensable, license to use and display the FaceBook Content. Personally identifiable information that you post to your FaceBook Accounts will be available on and through your LILYPAD Account on the LILYPAD website. Please note that if your FaceBook Account or associated service becomes unavailable or LILYPAD's access to such FaceBook Account is terminated by the third party service provider, then FaceBook Content may no longer be available on and through the LILYPAD website. PLEASE NOTE THAT YOUR RELATIONSHIP WITH FACEBOOK IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH FACEBOOK. While

you do not need to sign up to browse our website, certain features, such as making recommendations, require that you sign up.

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4 LILYPAD SERVICES. Upon entering your information and the request for which you would like a service professional, we will endeavour to provide you with a list of service professionals in your area. However, we do not guarantee that we will be able to provide you with a list of service professionals. We make no guarantees or representations regarding the skills or representations of any service professional in the lists we provide you, or the quality of the job that any of such service professionals may perform for you if you elect to retain their services. LILYPAD may inform you of certain offers or discounts provided by a service professional. Such offers or discounts are made solely by the service professional, and LILYPAD does not guarantee or warrant the pricing or discounts that a service professional may offer you. To contract with a Service Professional, you must work directly with the Service Professional. LILYPAD does not endorse or recommend the services of any particular service professional. It is entirely up to you to enter into a direct contract or otherwise reach agreement with a service professional, and we do not guarantee or warrant their performance on the job or the outcome or quality of the services performed. The service professionals are not employees or agents of LILYPAD, nor is LILYPAD an agent of the service professionals. LILYPAD does not perform, and is not responsible for, any of the services requested by you in your service request. Your rights under contracts you enter into with service professionals are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. Should you have a dispute with any service professional, you must address such dispute with the service professional directly, **AND YOU HEREBY AGREE TO RELEASE LILYPAD (AND OUR OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES AND AGENTS) AND ANY OTHER PERSON, FIRM, OR ENTITY (INCLUDING OUR BUSINESS PARTNERS SUCH AS A PRODUCT MANUFACTURER OR SUPPLIER WHO MAY EMPLOY THE LILYPAD MATCHING UTILITY) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN**

ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH SERVICE PROFESSIONALS.

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6 **Geolocation.** We may use your IP address, as well as browser geolocation, GPS and other similar geolocation technologies to identify your location, in order to provide services including listings for service providers relevant to your location.

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8 **INFORMATION YOU PROVIDE TO US.** Upon using the LILYPAD services, you may be prompted to disclose certain information about yourself and your service requirements. 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 LILYPAD listed service professionals via phone, fax, email, mail 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 or opt-out 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 or for other purposes reasonably related to your service request and our business, including marketing-related emails. For complete details on our use of your information, please see our [Privacy Policy](#). You promise that all information 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 LILYPAD has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, LILYPAD has the right to refuse any current or future use of the LILYPAD services (or any portion thereof) by you. You are responsible for any use of the LILYPAD services by persons to whom you intentionally or negligently allow access to your password.

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10 **CALL RECORDING.** You acknowledge and agree that LILYPAD may monitor and/or record any telephone calls between you and LILYPAD.

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12 **YOUR USE OF THE LILYPAD SERVICES.** You acknowledge and

agree that your use of the LILYPAD services is for your personal use and not for advertising purposes. You may not use the LILYPAD website or services to recreate or compete with the LILYPAD services, to solicit or harass LILYPAD service professionals, or for any other purpose not contemplated herein. You agree that, as between you and LILYPAD, all of the content and information posted on the LILYPAD Web site, including but not limited to Service Professional profiles, screening information, and Ratings & Reviews (including any ratings and reviews or other content posted by you), is the sole and exclusive property of LILYPAD, and that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request. LILYPAD may display, post, publish, distribute, and otherwise use any and all such content, in any manner or medium it desires. If it is determined or suspected by LILYPAD in its sole discretion that you are misusing or attempting to misuse or circumvent the LILYPAD services or system, or are using or attempting to use them for any inappropriate or non-personal purposes, including but not limited to activities such as hacking, infiltrating, fraud, advertising, jamming or spamming, LILYPAD reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

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14 Prohibited Uses. In connection with your use of the LILYPAD website, you may not and you agree that you will not: use manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages (or collect information) or other services contained in the LILYPAD website.

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16 Removal of Content: LILYPAD reserves the right, in its sole discretion, to review, reject and remove any content that you upload to the LILYPAD Website. You further represent that you have all necessary rights to display any of the logos, service marks, trademarks, and any other content that you upload to our Website, and you represent that your uploading for display of any such content, and

the use by LILYPAD of such content as contemplated by this Agreement, shall not violate any third party's intellectual property rights. If you believe that your intellectual property has been posted on our Website in a manner that infringes your valid intellectual property rights, you may contact us as trademarks@helped.by. In such event, please provide us with the following information: a description of the content that you believe has been infringed; a description of where the content that you claim is infringing is located on our Website; and your email address. LILYPAD will review such complaints and reserves the right to remove any content from the LILYPAD Website.

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18 LINKS TO THIRD PARTY SITES. The links in the LILYPAD Website will let you leave LILYPAD's website. The linked sites are not under the control of LILYPAD and LILYPAD is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. LILYPAD is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by LILYPAD of the site.

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20 LILYPAD SEALS OF APPROVAL. LILYPAD uses the following criteria as part of its registration enrollment process ("registration") to evaluate which new service professionals will be allowed to display the LILYPAD BasicSeal of Approval:

1 Licensing LILYPAD confirms at the time of a service professional's registration, that they have required provincial-level trade licensing. In some provinces, licensing may be required by the local authority in which the work is being performed. We recommend you confirm these licensing requirements before proceeding with your project. Larger projects often require the use of sub-contractors for specific types of work (for example, a kitchen remodel may require an electrician or plumber). We recommend you verify that all the sub-contractors doing work on your project carry the appropriate licensing. We always recommend that you ask the business to provide you with a copy of their license.

2 Provincial Business Filings – Solely for Quebec service professionals that are corporations or limited liability companies, we confirm that the service professional is in good standing with the provincial enterprise register. NOTE: For all other provinces, we always recommend that you ask the business to provide you with a proof of proper registration.

3 Trade Association Membership: LILYPAD confirms at the time of service professionals’ registration, that such service providers are members of the applicable trade organization, when such membership is required by law.

4 Consumer complaints: LILYPAD confirms our service providers have no unresolved complaint(s) listed with their applicable provincial consumer protection agency in the three years prior to service provider signing up with LILYPAD.

5 Contact information: LILYPAD confirms service providers’ email, phone and physical address information.

6 Legal Search for Civil Judgments - LILYPAD checks with the Canadian Legal Information Institute for significant civil judgments against the service provider in the 5 years prior to service provider signing up with LILYPAD.

21 In Addition, to display the LILYPAD Platinum Seal, Service Professionals must also meet the following additional screening criteria:

1 No convictions during the 5 years prior to a Service Professional signing up with LILYPAD (for the owner of the business)

2 Confirmed that Service Professional has liability insurance,

3 All necessary corporate licensing required by the applicable municipal and/or provincial governmental authority

4 A valid customer reference

5 All necessary governmental registrations

22 NOTE: LILYPAD performs screening solely at the time the service professional applies for membership at www.LILYPAD.ca, and therefore a service professional's information may change or expire over time. Thus, LILYPAD cannot and does not warrant or represent that profile and screening information is up to date. LILYPAD is

under no obligation to update a service professional's screening information. We recommend that before working with a service professional you verify that information presented in the service professional's profile, including any applicable provincial-level license, is still accurate, current and/or acceptable to you. The above procedures may change from time to time at the sole discretion of LILYPAD. LILYPAD believes that it uses commercially reasonable methods to check these matters but does not make any representations or warranties that members are appropriately licensed or free of significant civil legal judgments, during the period they are members, or thereafter. As circumstances can change daily, LILYPAD advises consumers to check these matters for themselves especially at future dates. LILYPAD does not represent or warrant that the information received from provincial or other government agencies or from third party sources is accurate, error free, or that it is up to date or updated at the time that LILYPAD checks such information. Most agencies have periodic update cycles or schedules and this information is not updated on a real-time basis by such agencies and third party sources. **DISCLAIMER: LILYPAD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE SCREENING PROCESS, CRITERIA, PROCEDURES, OR INFORMATION OBTAINED OR PRESENTED IN THE PRESCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.**

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24 Service Professionals Profiles. LILYPAD allows Service Professionals to post profiles about themselves and their business on the LILYPAD Web site. LILYPAD does not review or verify the information or representations set forth in those profiles, except as expressly set forth above, as they are self-reported by the Service Professional. LILYPAD therefore makes no representations or warranties regarding any information posted by a Service Professional, and assumes no liability for such information.

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26 POSTING RECOMMENDATIONS, RATINGS & REVIEWS ON LILYPAD. LILYPAD may offer you the ability to post recommendations, ratings & reviews on the LILYPAD website regarding service professionals. LILYPAD reserves the right, but not the obligation, to refuse to post or to remove any recommendation, rating or review if LILYPAD determines (in its sole discretion) that it is untrue, or otherwise inappropriate. Any and all recommendations, ratings and reviews of a service professional displayed to you reflect the opinions of other consumers, and do not reflect or represent the opinions or representations of LILYPAD. LILYPAD disclaims any and all representations or warranties with regard to the recommendations, ratings and reviews and assume no liability for the foregoing.

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28 ARTICLES AND OTHER CONTENT. LILYPAD provides certain content relating to home improvement, repair, maintenance ("Articles"), on the LILYPAD website, and via mobile applications owned and operated by LILYPAD. Such Articles are provided "As-Is", without any warranties or representations, and you assume all liability and responsibility for your use of such Articles. You understand and agree that the Articles do not provide advice, and that such Articles are no substitute for the advice of a professional.

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30 INDEMNIFICATION. YOU AGREE TO INDEMNIFY LILYPAD, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDERS, AND OTHER PARTNERS AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE LILYPAD SERVICES, INCLUDING BUT NOT LIMITED TO ANY RECOMMENDATIONS, RATINGS OR REVIEWS OR OTHER CONTENT POSTED BY YOU, OR IN CONNECTION WITH THE LILYPAD WEB SITE OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.

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32 Paid Advertising. The LILYPAD website may include search results that may commingle advertising and sponsored business listings ("Paid Content") with other business listings that are not Paid Content. We may not identify or distinguish between Paid Content and non-paid content on our website. You further understand and agree that Paid Content may be given priority when being displayed on our website.

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34 Age. This website is for use by persons 18 years of age and older. If you are not 18 years of age or older, please do not use this website.

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36 Termination of Account. To terminate your account, you must email us requesting termination at LILYPAD@COLYVANPACIFIC.COM. In such event, your Account will be disabled and you may not thereafter be able to access your account or any files or other data contained in your account. Notwithstanding the foregoing, LILYPAD may maintain copies of such data. Upon termination, LILYPAD retains the right to use any data collected from your use of the LILYPAD website for internal analysis and archival purposes, and all related licenses you have granted LILYPAD hereunder shall remain in effect for the foregoing purpose. In no event is LILYPAD obligated to return any such content to you. The following section of this Agreement shall survive any termination of this Agreement: Sections 1- 8, 10-15, and 17-19.

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38 Feedback. We welcome any feedback, comments and suggestions for improvements to the LILYPAD website ("Feedback"). You may submit Feedback by emailing us at LILYPAD@COLYVANPACIFIC.COM. You acknowledge and agree that all Feedback will be the sole and exclusive property of LILYPAD and you hereby irrevocably assign to LILYPAD all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. At LILYPAD's request and expense, you will execute documents and

take such further acts as LILYPAD may reasonably request to assist LILYPAD to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

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GENERAL PROVISIONS. You acknowledge and agree that the LILYPAD services are provided to you on an "AS IS" basis without any warranty whatsoever, and your sole and exclusive remedy, and LILYPAD's sole obligation to you or any third party for any claim arising out of your use of the LILYPAD services or the LILYPAD Web site, is that you are free to discontinue your use of the LILYPAD services or the LILYPAD Web site at any time. EXCEPT AS EXPRESSLY SET FORTH HEREIN, LILYPAD EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND YOU AGREE THAT LILYPAD SHALL HAVE NO LIABILITY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT), EXEMPLARY OR PUNITIVE DAMAGES (EVEN IF LILYPAD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING OUT OF THIS AGREEMENT OR ANY CONSEQUENCES WHICH FLOW FROM IT. SOME STATES AND PROVINCES DO NOT ALLOW LIMITATIONS ON OR EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH STATES AND PROVINCES, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. The Terms and Conditions will inure to the benefit of LILYPAD's successors, assigns and licensees. If any provision of these Terms and Conditions shall be deemed unlawful, void or unenforceable, for any reason, by any court of competent jurisdiction that provision shall be modified in order to make it enforceable, while maintaining the spirit of the provision. Alternatively, if modification is not possible, such provision shall be stricken and shall not affect the validity and enforceability of the remaining terms. The failure of LILYPAD to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the LILYPAD services or the Terms and Conditions must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the Terms and Conditions are for convenience only and have no legal or contractual effect. These Terms and Conditions are governed by the laws of the Province of Quebec as such laws

are applied to agreements entered into and to be performed entirely in the Province of Quebec and between Quebec residents. You agree to submit to jurisdiction in Quebec and that any claim arising out of or related to these Terms and Conditions will be brought solely in a court in Montreal, Quebec. These Terms and Conditions constitute the entire agreement between you and LILYPAD and supersede all oral and written negotiations or representations of the parties with respect to the subject matter hereof. These Terms and Conditions may not be modified or amended other than by an agreement signed by both parties.