

CUSTOMER TERMS OF USE

These terms of use (“Terms”) are an agreement between you and **Block NY LLC**, which licenses and operates the website at www.blockrenovation.com (the “Website”), and governs your right to access and use this Website and related services offered through the Website (the “Service”). As used herein, “Block” or “we” and its derivatives refer to **Block NY LLC**. Please read these Terms carefully before using or accessing our services. By using or accessing this Website or accepting these Terms in conjunction with agreeing to receive related services, you signify your acknowledgment and assent to the provisions below. If you do not agree to these Terms, please do not use the Website or related services. Block can revise these Terms at any time by updating this posting, and your use of this Website after such change signifies your acceptance of the changed Terms, provided, however, that the Terms in effect when you agree to any Project Requirements (as defined below) will remain in effect with respect to such Project Requirements until completed. Please check these Terms periodically for changes.

YOU ACKNOWLEDGE THAT “ARBITRATION OF DISPUTES” BELOW REQUIRES YOU TO SUBMIT TO BINDING ARBITRATION, AND NOT A TRIAL, FOR ANY DISPUTE ARISING OUT OF THESE TERMS, AND THAT YOU ALSO WAIVE YOUR RIGHT TO BRING ANY ACTION ARISING OUT OF THESE TERMS ON BEHALF OF, OR AS A MEMBER OF, A CLASS OF PLAINTIFFS.

The Website is an online portal where individuals and businesses can schedule, plan, book, and pay for kitchen and bathroom renovation design, materials and contracting services. The Website allows you to submit a request for contracting services (“Contracting Services”) and generates the requirements for your Project, including the details of the proposed scope (size/number of rooms, room types, extras, specifications, etc.) (“Project Requirements,”). These Project Requirements can be viewed by accessing your account on the Website and any associated applications (collectively, the “Block Platform”). When the Project Requirements are generated in completed form, you are required to sign a Home Improvement Contract (the “Contract”) that will be presented to third party contractors that provide contracting services directly to owners such as you (“Contractors”). Once a Contractor is assigned your Project and signs the Contract, the Service notifies you and provides a counter-signed version of the Contract.

Accounts and Registration.

To access some features of the Service, you must register for an account. When you register for an account, you may be required to provide Block with some information about yourself, such as your email address. You agree that the information you provide to Block is accurate and that you will keep it accurate and up-to-date at all times. When you register, you will be asked to provide a password. You are solely responsible for maintaining the confidentiality of your account and password, and you accept responsibility for all activities that occur under your account. If you believe that your account is no longer secure, then you must immediately notify Block at hello@blockrenovation.com.

Projects, the Contract and Block

BLOCK IS NOT A PARTY TO THE CONTRACT. Once you indicate you wish to hire the Contractor for your Project, you are directly contracting with the Contractor (not Block) for the Contracting Services. The Contractor will then perform the Contracting Services and complete your Project in accordance with the Project Requirements.

IMPORTANT: You understand and agree that Block itself does not provide Contracting Services, and that Block is not a contractor, licensed home improvement contractor or employment service, nor is Block an agent of the Contractor. The Contractors made available through the Service are not employees, contractors or agents of Block. It is up to the Contractor to offer and provide Contracting Services. Block only acts to provide the kitchen and bathroom remodeling service through the Platform. The provision of the Contracting Services by the Contractor to you is subject to the Contract entered into between you and the Contractor (not Block). Block does not have control over the quality, timing, or any other aspect whatsoever of any renovation services and will not be liable for any claim, injury or damage arising in connection with the Contracting Services or the conduct or activities of Contractors. You agree and understand that you assume all risks when using the Service and the Contracting Services, including any risks associated with interactions with Contractors and receipt of Contracting Services.

Additionally, Block reserves the right to change the Contractor assigned to your Project if Block determines that Contractor cannot comply with the terms of its agreement with Block. Block will use reasonable efforts to substitute a Contractor of similar capabilities and at similar cost. You will be required to execute a Contract with any substitute Contractor. Any changes to the Project Fee made as a result of a change to the Contractor are subject to your prior approval.

Approval and Limited Warranty

Block requires that all Contractors who participate in our network offer a one-year warranty to you against installation defects (the “Warranty Period”), and that all manufacturer materials warranties are passed to you. If you experience any issues with the Project during the Warranty Period, reach out to the Contractor immediately. If at any time you are unhappy with the Contractor’s response, please contact hello@Blockrenovation.com and we will endeavor to work directly with the Contractor to arrive at a satisfactory result. Block may, but is not required, to arrange for alternative resolutions if we are unable to reach a resolution satisfactory to you and the Contractor.

Payment and Payment Disputes

The Block Platform permits payments for the Contracting Services by you. The quoted price for your Project will be included in the “Payment” section of the Block Platform (the “Payment Terms”) and may only be revised or updated subject to written agreement between you, the Contractor, and Block. The final, agreed-upon price is the “Project Fee.” Subject to the provisions below, you agree to effect full payment of the Project Fee through the Platform.

Your Payment Terms may describe certain tasks and/or events associated with the Project

("Project Milestones"), which in some cases trigger payments due upon completion of those Project Milestones ("Installment Payments"). In that case, the Contractor will notify you when a Project Milestone is complete in writing, via email and/or the Block Platform (the "Milestone Notice"). In the event the Contractor is unable to provide such notice, Block will provide the Milestone Notice. You are responsible for monitoring all communications from the Contractor and Block during the course of the Project. Unless you submit a complaint in writing, via email and/or the Block Platform, within three business days of the date on which the Milestone Notice is provided (the "Milestone Complaint Period"), you agree that the work has been satisfactorily performed and, if applicable, to pay the Installment Payment associated with the relevant Project Milestone upon expiration of the Milestone Complaint Period. If you do not submit a written complaint during the Milestone Complaint Period, and you have provided your credit card information to Block and/or our Payment Processor (defined below), Block may charge the Installment Payment amount associated with the relevant Project Milestone to your credit card upon expiration of the Milestone Complaint Period. You will be notified in writing, via email and/or the Block Platform, before any charge is applied to your credit card.

If you submit a complaint in writing, via email and/or the Block Platform, within the Milestone Complaint Period, Block will refrain from charging the Installment Payment amount associated with the relevant Project Milestone to your credit card pending (1) written notice of your withdrawal of your complaint or (2) resolution of the complaint as set forth below. In the event you fail to respond to Block's communications concerning the subject of your written complaint for a period of thirty (30) or more days, Block may charge the Installment Payment amount associated with the relevant Project Milestone to your credit card, notwithstanding the provisions set forth below. You will be notified in writing, via email and/or the Block Platform, before any charge is applied to your credit card.

The Contractor will notify you in writing, via email and/or the Block Platform, when the Project is substantially complete (the "Completion Notice"). In the event the Contractor is unable to provide such notice, Block will provide the Completion Notice. Unless you submit a complaint in writing, via email and/or the Block Platform, within three business days of the date on which the Completion Notice is provided (the "Final Complaint Period"), you agree that the work has been satisfactorily completed and, if applicable, agree to pay any outstanding amounts required to effect full payment of the Project Fee (the "Final Payment") upon expiration of the Final Complaint Period. If you do not submit a written complaint during the Final Complaint Period, and you have provided your credit card information to Block and/or our Payment Processor (defined below), Block may charge the Final Payment amount to your credit card upon expiration of the Final Complaint Period. You will be notified in writing, via email and/or the Block Platform, before any charge is applied to your credit card. If you do not submit a written complaint within the Final Complaint Period, the Project will be marked as closed by Block, and no refund will be made of any part of the Project Fee.

If you submit a complaint in writing, via email and/or the Block Platform, within the Final Complaint Period, Block will refrain from charging the Final Payment amount to your credit card pending (1) written notice of your withdrawal of your complaint or (2) resolution of the

complaint as set forth below. In the event you fail to respond to Block's communications concerning the subject of your written complaint for a period of thirty (30) or more days, Block may charge the Final Payment amount to your credit card, notwithstanding the provisions set forth below. You will be notified in writing, via email and/or the Block Platform, before any charge is applied to

your credit card.

You and the Contractor mutually agree that, in the interests of fairness and efficiency, you and the Contractor will employ expedient, reasonable, and informal means to resolve or cure any complaint or dispute within thirty (30) days. If you and the Contractor are unable to resolve the complaint or dispute within thirty (30) days, you or the Contractor may seek relief under the Arbitration of Disputes provision of these Terms.

You will not make any payments towards the Project Fee directly to the Contractor, and Block will not be responsible for any such payments or refunds thereof, in the event you do. You agree that you will pay the entire Project Fee through the Service. Block may collect payment via credit card, wire, ACH, or other means as set forth in your Payment Terms of the Project Fee and any taxes and charges for supplies authorized by you. Please note that if you dispute any part of the Project Fee via chargeback, we have the right at our option to pursue you for payment, to seek reimbursement of any related costs incurred by us, to turn any past due account over to collections, and/or report delinquent payment to credit bureaus. We will collect and pay applicable sales tax to Contractor on your Project. You are responsible for the timely payment of all fees and other taxes related to the Service and Contracting Services and for providing Block with valid payment information. As applicable, Block retains the right, in its sole discretion, to place a hold on your payment method to cover any payment for the total Project Fee. No Change to any Project, or modification of the Project Fee, will be valid without revised Project Requirements or another writing documenting the Changes made by you and Block to the Contract.

Block may use a third party payment processor (the "Payment Processor"), such as Stripe, to process payments or credits, as applicable, in connection with your use of the Service. The processing of such payments will be subject to the terms, conditions and privacy policies of the Payment Processor and your credit card issuer in addition to these Terms. Block is not responsible for any errors by the Payment Processor or for any security breaches suffered by such entity. By using the Service, you hereby consent and authorize Block and the Payment Processor to share any information and payment instructions you provide to the minimum extent required to complete your transactions.

Hazardous Conditions

The Project Requirements estimate does not include additional charges which may accrue to correct hazardous conditions, such as the existence of lead paint, asbestos, mold, mildew or other hazardous substances. A Contractor may immediately suspend work if such substances are encountered, and Block will work with you and the Contractor to (a) adjust the Project Fees to reflect the additional work required to mitigate such issues, (b) refer you to a third party (e.g. mold remediation company) to resolve the issue before resuming the Project, or (c) terminate the Project Requirements, in which case Block may retain amounts of the Project Fee allocated to the Project design ("Design") and any materials ordered for the Project. If the Project is terminated based on (c), you will retain the Designs and materials.

Appointment Risks; COVID-19

You agree that appointments may carry inherent risk, and by requesting the Contracting Services, you choose to assume those risks voluntarily. For example, the Contracting Services may carry risk of illness, bodily injury, disability or death, and you freely and willfully assume those risks by requesting Contracting Services. You assume full responsibility for the choices you make before, during, and after any appointment. By showing up, you represent and warrant that neither you nor anyone residing in your home (i) has a cough, fever, or other symptoms of COVID-19; (ii) you have not tested positive for COVID-19 or been in close contact with anyone with an actual or presumptive COVID-19 case; and (iii) to the extent you have tested positive for COVID-19 or been in close contact with someone with an actual or presumptive COVID-19 case, you confirm you have completed the quarantine period recommended by the CDC based on your vaccination status.

Cancellation Policy, Termination and Block Customer Code of Conduct

Once any Installment Payment is received and we start work on your Design or other services related to your Project, and you decide to cancel your Project, you agree that any Installment Payments made through the date of cancellation are not refundable, including without limitation any portion of your Installment Payment allocable to materials supplied by Block. You may cancel the Project at any time prior to the scheduled start of construction, thereby forfeiting any Installment Payments made through the date of cancellation, including without limitation any portion of your Installment Payment allocable to materials supplied by Block, and retain any materials already ordered and the right to use the Design. Cancellation after the start of construction will result in you forfeiting any Installment Payments made through the date of cancellation, including without limitation, any portion of your Installment Payment allocable to materials supplied by Block, and the remainder of the Project Fee. Block may, however, at its sole and absolute discretion, issue a pro-rata refund of the Project Fee based on the percentage of the work completed, including the Design, and the materials ordered.

Block reserves the right to terminate your Project for cause, if one of the following events occurs in connection with your Project or your Project site: that Project site is (1) unsuitable, (2) inaccessible, (3) unsafe, or (4) you or those living in your home violate the Block Code of Customer Conduct described below. If one of the foregoing conditions, events, circumstances or violations occur, the following steps will be taken. First, after being contacted by a Block employee or representative notifying you of one of the foregoing conditions, events, circumstances or violations, you will be given a reasonable period of time, as defined by Block, which shall in no event be more than seven calendar days, to remove such condition, event or circumstance or cease such violation. Failure to remove such condition, event or circumstance or cease any such violation within such period of time, entitles Block to terminate the relationship with you, and in such a case, you will be responsible for paying for work, service or design performed prior to termination plus the cost of any materials specifically ordered for your Project, plus a ten percent termination fee to cover the cost of Contractor's demobilization, the removal of any Block supplied materials to the Project, and other costs incurred by Block in connection with terminating the relationship. A second violation of the Block Customer Code of Conduct during the same Project shall result in an automatic termination of the relationship, and

you will be responsible for paying for work, service or design performed prior to termination plus the cost of any materials specifically ordered for your Project, plus a ten percent termination fee to cover the cost of Contractor's demobilization, the removal of any Block supplied materials to the Project, and other costs incurred by Block in connection with terminating the relationship.

Block Code of Conduct. With respect to Block, Contractor, and Subcontractor employees and representatives ("Employees"), You agree at all times to refrain from and not to use language or engage in any acts or behavior that are (1) defamatory, violent, abusive, or threatening, (2) bigoted, hateful, racist, sexist, or makes an exclusionary joke or statement that is offensive to another based on race, gender, citizenship (or the lack thereof), sexual orientation, ethnic origin or religious affiliation, (3) vulgar, obscene or indecent, (4) an unauthorized use, publication or posting of personal information (i.e. name, address, phone number, email, etc.) or (5) descriptive of illegal or criminal conduct or actions.

Release of Responsibility for Contractors or Contracting Services

Block, which operates a service that includes connecting Contractors and individuals, is not an agent of either Contractors or such individuals, and does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any Contracting Services provided in connection with any Project, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Contractors. You acknowledge and agree that Block will have no responsibility or liability relating to (i) compliance with EPA Lead laws and regulations, OSHA safety requirements and other laws, regulations and rules relating to the Contracting Services provided by Contractors, or (ii) compliance with state or local licensing regulations applicable to Contractors.

Block takes reasonable commercial efforts to screen Contractors using reasonable background checks, reference checks and interviews. We also take reasonable steps to verify that Contractors have obtained applicable state licenses and insurance/bonding. However, Block does not independently verify information from third party sources. You acknowledge that Block is not liable for misrepresentations or misleading or inaccurate information supplied by Contractors or third party sources, and you release Block (and its officers, directors, agents, investors, subsidiaries, parents and employees) from any liability in connection therewith.

Because Block is not a party to the Contract between you and the Contractor and is not involved in the completion of the Contracting Services, if you have a dispute with a Contractor, you release Block (and its officers, directors, agents, investors, subsidiaries, parents and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes ("Dispute Liabilities"), as further provided in the Liability Disclaimer and Release provision below.

Supplies/Product

Your purchase of fixtures and other Project supplies via the Service ("Supplies") is subject to these Terms and any terms of sale presented at the time you authorize the purchase. Supplies are

not returnable or refundable once purchased. Neither Block nor the Contractor makes any warranties with respect to Supplies, provided, however, that all Supplies are purchased on your behalf and any manufacturer warranties will be assigned to you. In the event an item is listed at an incorrect price due to a typographical error, or incorrect pricing information received from suppliers, Block may refuse or cancel any orders placed for the Supplies listed at the incorrect price whether or not the order has been confirmed or accepted.

Design

Block will assist you in selecting materials, and planning the Contracting Services (the “Design”). Block may prepare material specifications and drawings to assist the Contractor in providing the Contracting Services. Block may also prepare documents for you to submit to governmental or private entities to obtain permits or other approval for the Contractor to perform the Contracting Services. Block does not provide architectural or engineering services, and Block is not a licensed architect or engineer. Block reserves the right to terminate your Project if architectural or engineering services are required to complete it. In such a case, you will be responsible for paying for work performed prior to termination plus the cost of any materials specifically ordered for your Project.

Publicity

Block may take photos and recordings of the work done by Contractors and reproduce and display such photos and recordings online and in marketing materials for the Service and/or Contractors (including the right to permit our designees to do the foregoing). You agree to allow Block (or its designee) reasonable access to the Project site for such purpose, and you agree that Block may disclose, copy, reproduce, publicly display, publicly perform, transmit, distribute, translate, reformat, incorporate, and otherwise use such photos and recordings, in whole or in part, and create derivative works therefrom, in any media now known or hereafter developed, and for any purpose without compensation to you or anyone else.

Links to Third Party Sites/Third Party Services

The Website may contain links to other websites (“Linked Sites”). The Linked Sites are not under the control of Block and Block is not responsible for the contents or privacy policies of any Linked Site, including any link contained in a Linked Site, or any changes or updates to a Linked Site. Block is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Block of the site or any association with its operators.

Certain services made available via the Website are delivered by third party sites and organizations, such as the Contracting Services which are provided by third party Contractors and payment processing which are provided by the Payment Processor. By using any product, service or functionality originating from the Website, you hereby acknowledge and consent that Block may share such information and data as is required to allow the third parties with whom Block has contractual relationships to provide the requested product, service or functionality, including sharing your personal information with Contractors in connection with soliciting Contractors to complete your Project, as set forth in our [Privacy Policy](#).

No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable license to access and use the Website and Service strictly in accordance with these Terms. This license expressly does not permit any resale or commercial use of the Website or its contents; any reverse engineering of the Website or Service; any derivative use of the Website or its contents; or any downloading or copying of such information for the benefit of another merchant, user or service. You may not use any automated device, computer program, tool, algorithm, bot or similar process to mine, monitor or systematically scrape or extract data from the Website. Except as otherwise specifically provided on this Website, redistribution, retransmission, republication or commercial exploitation of the contents of the Website or the Service are expressly prohibited without the written consent of Block and any copyright owner from whom we have obtained a license.

As a condition of your use of the Website, you warrant to Block that you will not use the Website or Service for any purpose that is unlawful or prohibited by these Terms. You may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website or Service.

All content included as part of the Website and Service, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of Block or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto. You will not delete or alter any proprietary rights or attribution notices in any content.

By submitting any text, images, graphics, logos, folders, photos or other materials (“Content”) to the Service, you grant Block a worldwide, non-exclusive, royalty-free, fully paid right and license (with the right to sublicense) to host, store, transfer, display, perform, reproduce, modify for the purpose of formatting for display, and distribute your Content, in whole or in part, in any media formats and through any media channels now known or hereafter developed. You represent and warrant to Block that you have all rights necessary to grant Block the foregoing rights to your Content, and that your Content does not infringe or violate any third party’s proprietary rights (including intellectual property, privacy and publicity rights).

Feedback

Block is pleased to hear from its users, however you agree that Block will be free to use, for any purpose whatsoever, any feedback, suggestions, ideas or creative materials you disclose or offer to Block (“Feedback”), including via e-mails or telephone calls. Any such Feedback is PROVIDED ON A NON-CONFIDENTIAL BASIS with no obligation by Block to keep such information secret. By uploading or otherwise providing any Feedback to Block, you hereby grant Block, the unlimited, perpetual right to use, reuse, redistribute, modify and create derivative works from such Feedback for any purpose and in any media without compensation, including but not limited to publishing, or developing, manufacturing, and marketing products or services using such Feedback, and you warrant that all “moral rights” in Feedback have been

waived.

Disclaimer of Representations or Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE WEBSITE AND SERVICE ARE PROVIDED "AS IS." BLOCK DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. WE DO NOT WARRANT THAT THE SERVICE WILL BE ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. BLOCK WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS THAT MAY RESULT FROM THE HACKING OR INFILTRATION OF THE WEBSITE OR BLOCK'S COMPUTER SYSTEMS. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE WEBSITE OR SERVICE MAY CONTAIN TECHNICAL INACCURACIES, OUTDATED INFORMATION AND TYPOGRAPHICAL ERRORS.

BLOCK MAKES NO OTHER REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, PRODUCTS OR SUPPLIES OBTAINED BY OR FROM THIRD PARTIES, INCLUDING CONTRACTING SERVICES. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE CONTRACTING SERVICES OR THIRD PARTY SUPPLIES REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Liability Disclaimer and Release

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLOCK AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR OTHER DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF OR IN ANY WAY CONNECTED WITH (1) THE USE OR PERFORMANCE OF THE WEBSITE OR SERVICE, (2) THE DELAY OR INABILITY TO USE THE WEBSITE OR SERVICE, (3) THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE OR CONTRACTING SERVICES, (4) ANY INFORMATION, SOFTWARE, SUPPLIES OR SERVICES OBTAINED THROUGH THE WEBSITE, (5) ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY CONTRACTOR, SERVICE PROVIDER OR ENTITY WHOSE NAME OR ADVERTISING APPEARS ON THE WEBSITE OR IS REFERRED BY THE SERVICE, OR (6) OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, SUPPLIES OR CONTRACTING SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF BLOCK OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE

USING THE SERVICE.

YOU UNDERSTAND THAT THE QUALITY OF THE CONTRACTING SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE CONTRACTOR WHO ULTIMATELY PROVIDES SUCH CONTRACTING SERVICES TO YOU. BLOCK WILL NOT BE A PARTY TO DISPUTES BETWEEN YOU AND ANY CONTRACTOR. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING CONTRACTING SERVICES (WITH ALL ITS IMPLICATIONS) RESTS SOLELY WITH YOU, AND YOU EXPRESSLY WAIVE AND RELEASE BLOCK FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, OR DAMAGES ARISING FROM YOUR USE OF THE WEBSITE OR SERVICE, OR IN ANY WAY RELATED TO THE THIRD PARTIES INTRODUCED TO YOU BY THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY LIABILITIES ARISING IN CONNECTION WITH THE CONDUCT, ACT OR OMISSION OF ANY CONTRACTOR (INCLUDING WITHOUT LIMITATION THEFT, STALKING, HARASSMENT THAT IS SEXUAL OR OTHERWISE, ACTS OF PHYSICAL VIOLENCE, AND DESTRUCTION OF PERSONAL PROPERTY) OR RELATED TO THE CONTRACTING SERVICES.

YOU AGREE THAT BLOCK HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY APPOINTMENT OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS. BLOCK CANNOT AND DOES NOT CONTROL THE CONDITION, LEGALITY, SAFETY, OR SUITABILITY OF ANY APPOINTMENTS. BLOCK IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL LIABILITY RELATED TO ANY AND ALL APPOINTMENTS. ACCORDINGLY, ANY APPOINTMENTS WILL BE MADE OR ACCEPTED AT YOUR OWN RISK, AND, AMONG OTHER THINGS, YOU MUST SATISFY YOURSELF WITH ANY CONTRACTOR AND SUCH CONTRACTOR'S CREDENTIALS. YOU SHOULD NOT COMPLETE, AND SHOULD IMMEDIATELY CANCEL, APPOINTMENTS IF YOU FEEL UNSAFE OR UNCOMFORTABLE WITH ANY CONDITIONS RELATING TO THE APPOINTMENT IN ANY WAY. IN THE EVENT YOU NEED TO CANCEL AN APPOINTMENT FOR THIS REASON, YOU ARE RESPONSIBLE FOR CANCELLING SUCH APPOINTMENT AND/OR FOR RESCHEDULING SUCH APPOINTMENT WHEN YOUR STATUS CHANGES.

TO THE FULLEST EXTENT PERMITTED BY LAW, AND IF, NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IT IS DETERMINED THAT BLOCK OR ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS OR PARENTS IS LIABLE FOR DAMAGES, IN NO EVENT SHALL BLOCK'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) RELATED TO THE WEBSITE, SERVICE, SUPPLIES OR CONTRACTING SERVICES EXCEED THE GREATER OF (1) \$100 OR (2) THE AMOUNT EARNED BY BLOCK, IF ANY, IN CONNECTION WITH SUPPLIES OR SERVICES OBTAINED BY YOU THROUGH THE SERVICE IN THE 6 MONTHS

BEFORE THE CLAIM ACCRUED.

Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless Block, its officers, directors, employees, agents, parents, affiliates and suppliers, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees and costs) relating to or arising out of (i) your use of the Website or Service in a manner not authorized by these Terms, (ii) your violation of any of these Terms or your use or misuse of the Service or Contracting Services, (iii) your violation of any rights of a third party, including Contractors, (iv) your violation of any applicable laws, rules or regulations, (v) your interactions with Contractors or receipt of Contracting Services, including all claims against Contractors and Dispute Liabilities, and (vi) your Content. Block reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Block with respect to such defense, including without limitation in asserting any available defenses.

Termination

Block reserves the right, in its sole discretion, to terminate these Terms, without notice; provided, that if Block terminates these Terms in the middle of a Project, Block will provide you with a refund for any Contracting Services not yet provided. These Terms shall continue to apply for as long as you use the Service, and any provisions contained herein which by their nature or effect are required or intended to be observed after termination will survive termination and remain binding, including the provisions regarding your indemnification obligations, limitations of Block's liability and the resolution of disputes through arbitration.

International Users

The Service is controlled, operated and administered by Block from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the Block content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations. Contracting Services are not available outside of the United States at this time.

Jurisdiction and Choice of Law

To the maximum extent permitted by law, these Terms, including their formation, will be governed by and interpreted in accordance with the laws of the State of New York. For all issues or matters in controversy that are not arbitrated as provided in these Terms, you expressly agree and consent to the exclusive jurisdiction and venue of the Supreme Court for New York County (Manhattan), New York or U.S. District Court for the Southern District of New York, Manhattan Division, for the resolution of any such dispute.

Dispute Resolution

Please read the following arbitration agreement in this section ("Arbitration Agreement") carefully. It requires you to arbitrate disputes with Block and limits the manner in which you can seek relief from us.

Process. In the event of any dispute between Parties arising out of or relating to this Agreement, the following sequential dispute resolution process is agreed to by the Parties:

1. written notice of a claim or demand for breach, violation or some other assertion of a contractual or legal right (“Dispute”) shall be made by the claiming party to the other party in accordance with any notice requirements applicable to either party as stated in this Agreement;
2. no later than seven business days after receipt of written notice of a Dispute, representatives of both parties with authority to resolve the Dispute in full on behalf of their respective Party shall meet and confer with one another in a good faith effort to resolve the Dispute;
3. if such meeting of the authorized representatives fails to resolve the Dispute in full, the Parties shall, as a condition precedent to binding arbitration, participate in a mediation administered by the American Arbitration Association, the locale for which shall be New York, New York; and
4. In the event the Parties’ Dispute is not resolved through mediation, then the Parties agree to submit such Dispute, or that part of the Dispute not resolved through mediation, to binding arbitration administered by the American Arbitration Association. Mediation being a condition precedent to binding arbitration, neither party shall file a demand for arbitration with the AAA, until mediation is concluded, unless such demand must be filed to preserve claims that may otherwise expire or be barred by any legal or contractual limitations period applicable to the claim or demand. In such case, an arbitration demand may be filed in advance of mediation or its completion but only to avoid expiration or barring of legal rights or claims, and mediation or its completion shall precede the selection of arbitrators and commencement of any arbitration activities.

Applicability of Arbitration Agreement. After following the sequential dispute resolution process set forth above, you agree that any dispute or claim relating in any way to your access or use of the Application, Website and Service, to any products sold or distributed through the Application, Website and Service, or to any aspect of your relationship with Block, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Block may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

IF YOU AGREE TO ARBITRATION WITH BLOCK, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST BLOCK ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF.

INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST BLOCK IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.

Arbitration Rules and Forum. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a demand requesting arbitration and describing your claim to our registered agent: United Corporate Services, Inc., 874 Walker Road, Suite C, Dover, Delaware 19904. The arbitration will be conducted by the American Arbitration Association (“AAA”), an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$75,000, not inclusive of attorneys’ fees and interest, shall be subject to AAA’s most current version of the Expedited Arbitration Rules and procedures; all other claims shall be subject to AAA’s most current version of the Commercial Arbitration Rules. If the arbitrator finds that you cannot afford to pay AAA’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from AAA, Block will pay them for you. In addition, Block will reimburse all such AAA’s filing, administrative, hearing and/or other fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. If you decline to choose where and how to have the arbitration conducted pursuant to this paragraph, the locale for the arbitration shall be New York, New York. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Authority of Arbitrator. The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Block. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

Waiver of Jury Trial. YOU AND BLOCK HEREBY WAIVE ANY CONSTITUTIONAL AND

STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Block are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in this section above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding

anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court in New York, New York. All other claims shall be arbitrated.

30-Day Right to Opt Out. You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: 45 Main St., Suite 206, Brooklyn, NY 11201, or by emailing Block at: hello@blockrenovation.com within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with Block.

Modification. Notwithstanding any provision in this Agreement to the contrary, we agree that if Block makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Block.

Privacy

Please see our [Privacy Policy](#) for information regarding the collection and use of personal information from the Website.

Despite any representations concerning privacy, Block reserves the right to disclose without notice to you any information in its possession if required to do so by law or upon a good-faith belief that such action is necessary to comply with the law, to protect or defend our rights or property, or to respond to an emergency situation. Specific areas or pages on the Website may include additional or different terms relating to the use of personal information collected from such areas or pages.

Miscellaneous

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Block as a result of these Terms or use of the Service. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect.

A party's failure to enforce any part of these Terms will not be considered a waiver. You may not transfer any of your rights or obligations under these Terms to anyone else without Block's written consent.

Unless otherwise specified herein, these Terms, together with the Project Requirements, constitutes the entire agreement between you and Block with respect to the Website and Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Block with respect thereto. A printed version of these Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that these Terms and all related documents be written in English.

Contact

Block welcomes your questions or comments regarding these Terms or your Project:

Mail:

45 Main St., Suite 206
Brooklyn, NY 11201

Email Address:

hello@Blockrenovation.com

Telephone number:

800-557-1445