

CUSTOMER TERMS OF USE AGREEMENT

1. ACCEPTANCE OF THESE TERMS

This Customer Terms of Use Agreement (“**Terms**”), including the BINDING ARBITRATION AND CLASS ACTION WAIVER CONTAINED HEREIN, govern your access to, use of and participation in the Platform (as defined herein) and receipt of services made available by Lyra Technologies, Inc. or any of its subsidiaries, including specifically Block NY LLC for projects at U.S. locations east of the Mississippi River and Block CA LLC for projects at U.S. locations west of the Mississippi River (collectively “**Block**”, “**we**” “**our**” or “**us**” provided that your counterparty for these Terms shall only be the Block entity applicable to your project), and the entirety of your relationship with Block. All references to “**you**” or “**your**”, as applicable, mean the person who accesses, uses, and/or participates in the Platform in any manner, on behalf of yourself and your immediate family and Project location owners, lessors, or household members, and each of your heirs, assigns, and successors. If you use the Platform on behalf of an entity, you represent and warrant that you have the authority to bind that entity, your acceptance of the Terms will be deemed an acceptance by that entity, and “you” and “your” herein will refer to that entity, its directors, officers, employees, and agents.

PLEASE READ THESE TERMS THOROUGHLY AND CAREFULLY. BY USING THE PLATFORM, YOU AGREE TO BE BOUND BY THESE THERMS. IF YOU DO NOT AGREE WITH THESE TERMS, THEN DO NOT ACCESS OR USE THE PLATFORM.

2. MODIFICATION

Block may modify, revise, or otherwise amend these Terms at any time by updating this posting, and your access and use of this Platform after such change signifies your acceptance of the changed Terms. Please check these Terms periodically for changes.

3. CLASS ACTION WAIVER AND BINDING ARBITRATION

YOU ACKNOWLEDGE THAT SECTION 21 “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.

4. THE PLATFORM

4.1 “Platform” means all websites, webpages, mobile or other applications, software, processes, consultations, platform services, Add-On Services, Block Content, contract templates, payment term forms, reviews and any other content or services provided by or through Block. The Platform may

include publicly displayed advertisements, paid content, and other sponsored information, and the manner, mode, and extent of such advertising are subject to change without specific notice to you. Block offers its Platform as an online marketplace where individuals and businesses can match with each other to schedule, plan, design, book, and pay for renovation design, materials and construction services performed by third party contractors (“**Contractors**”) providing services directly to you (“**Construction Services**”). You may initiate your use of the Platform in order to develop your project plans and/or to be introduced to potential Contractors for your project(s). Or, alternatively, a Contractor may introduce a prospective client to the Platform in order to utilize the Platform as set forth herein. The “**Project**” means your proposed or actual home renovation project at a location owned or leased by you and/or your immediate family members, or a location owned by individual(s) or an entity for whom you have been authorized as an agent to procure Construction Services. The Platform enables you to submit a request for Construction Services and to document the requirements for your Project, including the details of the proposed scope (size/number of rooms, room types, extras, specifications, etc.) in an online document (“**Project Profile**”). The Platform may introduce and/or match you with one or more Contractors, and your Project Profile may be further crafted, prepared and summarized by you via the Platform and through interaction with potential Contractor(s), for evolution into scope of work (“**Project Requirements**”). The Project Requirements shall serve as the basis for a final proposal generated by a potential Contractor for your review and acceptance, modification, or rejection (“the **Final Proposal**”). The Final Proposal will contain a scope of work setting forth the Project Requirements and the Project Fee. Your Project Profile and Project Requirements can be viewed by accessing your account on the Platform. Upon Your acceptance of the Final Proposal through the Platform, you may decide to enter into and sign a contract with your selected Contractor for your **Project** which includes the Final Proposal with the Project Requirements and Payment Terms (hereinafter the “**Home Improvement Contract**” or “**Contract**”). As set forth in Section 4.4, Block is not a party to the Home Improvement Contract. You are free to accept or reject any such Project Requirements, Final Proposal, Contractor, or Contract, although you are expected to fulfill your contractual obligations if you enter into such a Contract. Once a Contract is signed, the Project Requirements and Project Fees may only change via the Platform’s process and a mutually agreed upon Project update reflected on your Platform dashboard including documented changes to the Final Proposal and Project Requirements in the update section of your dashboard and updates to fees in your Payment Terms (defined herein) on your dashboard (altogether a “**Change Order**”). You agree to observe these Terms in order to remain on Platform through the completion of your Project pursuant to your Contract with your selected Contractor.

4.2 Accounts and Registration. You may access certain features of the Platform without registering for an account. To access certain other functionality and some features of the Platform, you must register for an account. When you register for an account, you may be required to provide Block with some information about yourself pursuant to Section 22 (Privacy), such as your email address, telephone number, and Project location 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 and anyone you share your password with to access your account. If you believe that your account is no longer secure, then you must immediately notify Block at hello@blockrenovation.com.

4.3 Conditions for Use of Block Platform by Registered Users. You agree to comply with these Terms including the license terms herein and the specific requirements below.

4.3.1 Change Order Process. You agree to observe the Change Order process as applicable and set forth herein. If you desire a change in the Project Requirements agreed upon in your Final Proposal and Home Improvement Contract or you observe delays, unforeseen circumstances or external factors that impact the Contract scope, materials, fees, timeline or terms or otherwise necessitate a change request, you should reach out to your Contractor to request a change order. You agree that your Contractor may submit a change order request via the Platform for your review, modification, approval or rejection, if your Contractor determines there is a change in the Project that increases or decreases the work to be performed by the Contractor resulting from: (1) a decision by You to change the work required for the Project or (2) an impact to Contractor's work resulting from an unforeseeable cause, condition or event or an event or condition caused by you. Any of the foregoing shall be referred to as a "**Change**" on your Platform dashboard). The Change must be to work that is similar to or directly relates to the type of work specified or required pursuant to the Project Requirements. In its reasonable discretion, Block may make a final determination whether work may proceed pursuant to an agreed upon Change Order or a separate Project Profile to be finalized as a separate set of Project Requirements pursuant to a Contract. Upon either you or your Contractor's written notice via the Platform of a **Change** and provision of an estimated cost impact of the same, You and Your Contractor will determine and agree upon the increase or decrease in Project Fee, if any. The amount, schedule, and method for payments related to a Change will be determined solely between Contractor and Owner and must be approved by both parties. Only upon reflection of the Change Order on the Platform shall you allow Contractor to proceed with work relating to a Change. Changes that require a change to the quantity or selection of materials ordered through the Platform may either result in (a) You and/or Contractor contacting Block to request return of materials pursuant to the return policy applicable to the material and re-stocking fees, or (b) order additional materials via the Platform or other supplier. Dependent upon the timing and cause of the Change, there may be additional fees and costs associated with the selected materials. If the parties cannot agree to a Change requested by one party, the parties may seek review by Block pursuant to Section 4.8 herein of the circumstances giving rise to a change order dispute, and the parties have all remedies available to them pursuant to their Contract. If you and your Contractor cannot resolve a dispute related to a Change, Block reserves the right to terminate your access to Platform pursuant to Section 12.3. Block disclaims all responsibility for any Project Requirement changes you and your Contractor address off-Platform outside the Change Order process and any resulting impacts to your Project or Project Fee.

4.3.2 No Platform Bypass. You agree not to circumvent the Platform, and that all work performed for you by a Contractor introduced to you via the Platform or performing work for You pursuant to a Project initiated or contracted through the Platform shall be submitted to the Platform. In the event a Contractor approaches You regarding contracting for Construction Services, new Projects or Change Orders off Platform and not reporting such contracting to Block, You shall promptly report such Project Owner to Block. You shall not solicit a Contractor to do the same.

4.3.3 Duty of Loyalty. During this Agreement, and for a period of one year immediately following its termination, You agree not to interfere with the business of Block and the Block Platform in any manner. By way of example and not of limitation, You agree not to solicit or induce any Contractor or other potential home renovation client, or customer to terminate or breach a contractual or other relationship with Block, or to work with, contract or hire a Contractor for performance of Construction Services in bypass of the Block Platform.

4.3.4 Block Code of Conduct. With respect to Block, any Contractor, and their-respective employees, subcontractors, contractors and representatives, You agree at all times comply with

Section 9 (Hazardous Conditions) and Section 10 (Covid Appointment Risks) and 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.

4.3.5. Review Guidelines. Block may provide you areas on the Platform to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the Contractor, Add-On Service or other entity, person or service being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hate language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews and/or you may not identify or promote competitors; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative. We may accept, reject, modify (without changing meaning) or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, pursuant to Section 5 herein, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully-paid, assignable, and sub-licensable right and license to reproduce, modify, translate, transmit by any means, display, perform, and/or distribute all content relating to reviews.

4.4 Your Project and Your Contract.

BLOCK IS NOT A PARTY TO YOUR CONTRACT WITH A CONTRACTOR. Once you indicate you wish to hire the Contractor for your Project, you are directly contracting with the Contractor (not Block) for the Construction Services. The Contractor will then perform the Construction Services and complete your Project in accordance with the Project Requirements. These Terms govern your relationship with Block.

IMPORTANT: CONTRACTORS ARE INDEPENDENT BUSINESS OWNERS, AND NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, SUBCONTRACTORS OR FRANCHISEES OF BLOCK. BLOCK DOES NOT PERFORM CONTRACTING SERVICES AND DOES NOT EMPLOY INDIVIDUALS TO PERFORM SUCH SERVICES. BY CONNECTING PEOPLE AND BUSINESSES SEEKING CONSTRUCTION SERVICES WITH CONTRACTORS, BLOCK OPERATES AS AN ONLINE MARKETPLACE THAT CONNECTS CLIENTS WITH SERVICE PROVIDERS (CONTRACTORS) WHO WISH TO PERFORM A VARIETY OF TASKS. You understand and agree that Block itself does not provide Construction Services, and that Block is not a contractor, licensed home improvement contractor or employment service, for the Project, nor is Block an agent of the Contractor for the Project except as set forth herein or in applicable supplemental terms. 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 Construction Services. The provision of the Construction Services by the Contractor to you is subject to the Contract entered into between you and the Contractor (not Block). You hereby acknowledge that Block does not supervise, scope, direct, control or monitor a Contractor's work and has no control over the quality, timing, or any other aspect whatsoever of any Construction Services. You agree that Block will not be liable for any claim, injury or damage arising in connection with the Construction Services or the conduct or activities of Contractors. You agree and understand that you assume all risks when using the Platform and the Construction Services, including any risks associated with interactions with Contractors and receipt of Construction Services. If you decide not to use or to terminate your hired Contractor, it is your responsibility to resolve the arrangement with your Contractor and determine whether to hire a new Contractor to complete your Project. You and Your Contractor are responsible for resolving your disputes. You are responsible for your obligations pursuant to your cancellation or termination of your Contract. If you cancel or terminate your Project Contract before completion pursuant to Section 12.1, you may use the Block Platform in your efforts to retain a different Contractor subject to separate contracts, Project Requirements, Project Fees and/or Change Order(s).

4.5 Contractors and Materials Limited Warranty. Block requires that all Contractors who participate in our Platform network offer a one-year warranty to you against installation defects (the "Warranty Period"), and that all manufacturer warranties for materials purchased through the Platform are passed to you. If you experience any issues with the Project during the Warranty Period, you agree to reach out to the Contractor and material vendors immediately.

4.6 Block Platform Services. The Platform facilitates transactions between You and Contractors, which facilitation may include displaying a list of Contractor profiles, allowing You and Contractors to send messages to each other and draft Project Requirements together, allowing for the booking of appointment(s) for Contractor consultations to finalize Project Requirements, and processing payment for certain services. The Platform offers certain protections to Project Owners and Contractors. You understand that any such facilitation and such protections do not constitute a warranty in relation to the Contractor or Construction Services. To the extent you access Block Content (as defined herein) on the Platform. Any such information is provided for Your consideration and comparison, and Block provides the Platform and such Block Content "as is," "where is," and "as available" with all faults.

4.7 Optional Platform Add-On Services. The Platform may offer add-on functions and features (to either or both You or Contractors), performed by Block personnel, subcontractors, or third parties, which services may include design, material procurement, permitting & approval support, and advisory support including virtual project advisor (all as may be added, deleted, or modified on the Platform at any time) (collectively referred to as "Add-Ons" or "Add-On Services"). Any such Add-On may be for a fee or complimentary and may be subject to any applicable supplemental terms and fees which supplemental terms shall take precedence over these Terms. Your receipt of Add-On Services constitutes your agreement to such supplemental terms in this Section and any additional supplemental terms that Block may present at the time of selection. You agree that to the extent Block performs such Add-On service, you waive any conflicts of interest. You agree that you will advise the Contractor of any such Add-Ons performed by Block or others, and that Block is not prohibited from advising your selected Contractor of Block's or others role related to any such Add-Ons.

Should you select the materials, design, permitting and/or other add-ons via the Platform, the following provisions apply:

Supplies/Product Add-On Excluding materials purchased through your Contractor which are subject to the terms of your Contract, your purchase of any materials, fixtures, and other Project supplies via the Platform (“**Supplies**”) is subject to these Terms and any terms of sale presented at the time you authorize the purchase. Supplies may not be returnable or refundable once purchased. Neither Block nor the Contractor makes any warranties with respect to Supplies, provided, however, that to the extent Block purchases materials for you as an Add On Service, all such 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/Advisor Add-On. If hired for an Add-On, Block may assist you in selecting materials, and planning the Construction Services (the “**Design**”). Block may prepare material specifications, renderings, and drawings to assist you and your Contractor in providing the Construction Services. Block also offers approval advisor services, which may also assist you in compiling or preparing documents for you to submit to governmental or private entities to obtain permits or other approval for the Contractor to perform the Construction Services. Block does not provide architectural or engineering services, and Block is not a licensed architect or engineer. Consistent with Section 12, Block reserves the right to advise you and/or your Contractor to suspend or terminate your Project if architectural or engineering services are required to complete it.

4.8 Disputes With Contractors. Block values the Project Owners and Contractors on our Platform, and we understand that occasionally disputes may arise between or among them. Our goal is to provide tools to help our Platform users resolve such disputes independently. 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. In the rare event a dispute regarding an interaction related to the Platform cannot be resolved independently, you may request Block review and make non-binding recommendations for resolution. Notwithstanding the foregoing, you acknowledge and agree that Block is under no obligation to become involved in or impose resolution in any dispute between or among users or any third-party. If the parties agree to resolution (with or without Block’s review), Block may request that the parties enter into a reasonable settlement and release agreement (“SRA”) with each other and/or Block as a condition for preceding with or terminating a Project on the Platform and credit or refund of any Fees, and You acknowledge and agree that such SRA shall include confidentiality and non-disparagement clauses.

4.9 Access to Communications. In order to provide Platform services hereunder (including addressing disputes) ensure compliance with these Terms and for quality and training purposes, You acknowledge and agree that Block may access, track and review any occurrence of communications between you and Contractors via the Platform or that touches the Platform via email, phone call, SMS text message, third-party websites, or any other means, whether initiated by You or the Contractor.

5. PLATFORM LICENSE / INTELLECTUAL PROPERTY

You are granted a non-exclusive, non-transferable, revocable license to access and use the Platform strictly in accordance with these Terms. This license expressly does not permit any resale or commercial use of the Platform or its contents; any reverse engineering of the Platform or Add-On Services; any derivative use of the Platform 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 Platform. Except as otherwise specifically provided on this Platform, creation of derivative works, redistribution, retransmission, republication or commercial exploitation of the contents of the Platform or the Add-On Services 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 Platform, you warrant to Block that you will not use the Platform or Add-On Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Platform in any manner which could damage, disable, overburden, or impair the Platform or interfere with any other party's use and enjoyment of the Platform or Add-On Services.

All content provided or included by Block as part of the Platform and any Add-On Services, including text, graphics, logos, images, "look and feel", as well as the compilation thereof, and any software used on the Platform, is the property of Block or its licensors or suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights (hereinafter "**Block Content**"). 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, reviews, images, graphics, logos, folders, photos or other materials (hereinafter "**Your Content**") to the Platform, 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). In the interest of clarity, the license granted to Block will survive termination of the Platform or your Account.

You agree that Block may aggregate data you post, provide or generate in your use of the Platform and any associated services, along with other learnings, logs, and data regarding use of the Platform so that results are non-personally identifiable with respect to You ("**Aggregated Anonymous Data**"). You agree that Block will have the right to generate Aggregate Anonymous Data and that Aggregate Anonymous Data is the property of Block, which Block may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Block products and services and to create and distribute reports and other materials).

6. YOUR RESPONSIBILITIES AND ASSUMPTION OF RISK.

You are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of anyone you allow to participate in your Project. You are responsible for setting forth your Project Requirements and reaching a Final Proposal and price therefore with a Contractor. Do not permit any work to be done that is not documented in Project Requirements or a Change Order. You are responsible for observing the Change Order Process and not conducting business with the Contractor off-platform or outside the Platform processes. You are responsible for obtaining approvals, access, easements, or other rights permitting Contractor to proceed with Project Requirements from building owners, condominium associations, coop associations and similar governing entities. You are responsible for and reviewing and accepting or rejecting payment requests on time, and submitting any complaints to your Contractor or Block, as applicable, on a timely basis. **YOU WAIVE OBJECTION TO ANY LIMITED REVIEW OR ROLE BLOCK MAY HAVE IN SEEKING TO RESOLVE ANY CONSTRUCTION REQUIREMENT OR SERVICE DEFICIENCIES, COMPLAINTS AND DISPUTES BETWEEN THE PARTIES. You acknowledge that renovation projects carry inherent risks and agree that you assume the entire risk arising out of your access to and use of the Platform, entering into a Home Improvement Contract for Construction Services, and any interaction you have with the Platform and Platform members whether in person or online. You agree that you are not relying upon any statement of law made by Block.**

7. PAYMENT AND PAYMENT DISPUTES

7.1 Project Fee. The final agreed upon price for your contracted Project is the Project Fee, and it will be included in the “Payment” section of the Platform along with any additional separate fees including additional fees relating to Change Orders and fees for Add-On Services (collectively “Fees”, and such section hereinafter referred to as your “**Payment Terms**”). In making a Final Proposal, your Contractor determines the Project Fee subject to the Platform Fee deduction without itemization to you, which Project Fee may reflect Contractor’s consideration of limited Block Content reference data. The Project Fee may only be revised or updated subject to Change Orders between you and the Contractor recorded on the Block Platform. Subject to the provisions below, you agree to make full payment of the Project Fee and all other Fees through the Platform pursuant to the schedule in your Payment Terms on the Platform.

7.2 Payment Terms and Dispute Process. Your Payment Terms shall describe any applicable initial deposits and payments, installment payments, progress payments, payment associated with completion of certain Project tasks and/or events, milestone payments, Change Order payments, Add-Ons, Project completion payment, and all other applicable invoicing for services (any such payment hereinafter a “**Progress Payment**”). Contractor or the Platform will notify you in writing, via email or the Platform of a Progress Payment (“such notification hereinafter referred to as a “**Payment Notice**”). You are responsible for monitoring all communications from the Contractor and Platform during the course of the Project. Unless you submit a complaint in writing to the Platform, via email and/or the Platform, within three business days of the date on which the Payment Notice is provided (the “**Complaint Period**”), you agree that the work has been satisfactorily performed and, agree to the application of any unused initial or other progress payments to the

Progress Payment due and if applicable, to make payment on any otherwise outstanding balance on the Progress Payment associated with the relevant Payment Notice upon expiration of the Complaint Period. If you do not submit a written complaint during the Complaint Period to the Platform or our Payment Processor (defined below), and you have payment method on file, the Platform may charge the payment amount associated with the outstanding balance on the relevant Payment Notice to your payment method on file upon expiration of the Complaint Period. You will be notified in writing, via email and/or the Platform, before any charge is charged to your payment method on file.

If you submit a complaint in writing, via email and/or the Platform, within the Complaint Period, the Platform will refrain from applying and/or charging (as applicable) the payment amount associated with the relevant Payment Notice to your payment method on file pending (1) written notice of your withdrawal of your complaint or (2) resolution of the complaint as set forth in Section 4.8. In the event you fail to resolve your complaint with your Contractor or respond to the Platform's communications concerning the subject of your written complaint for a period of more than thirty (30) days, the Platform may (i) apply paid Progress Payments and/or charge the payment amount associated with the relevant Payment Notice to your payment method on file, notwithstanding the provisions set forth below and (ii) Block may accelerate, invoice, assess and offset all Platform Fees included in the Project Fee (and prioritize all such Platform Fees over the balance of Project Fees due Contractor). You will be notified in writing, via email and/or the Platform, before any charge is applied to your payment method on file. Your Contractor may have reserved rights to suspend Construction Services pending resolution of a complaint. Block reserves the right to suspend your access to the Platform and Add-On services for any pending resolution of any complaint or for non-payment for services.

7.3 Project Completion. The Contractor will notify you in writing, via email and/or the Platform, when the Project is substantially complete (the "Completion Notice"). Unless you submit a complaint in writing, via email and/or the 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 the application of any paid Progress Payment amounts and to pay any outstanding amounts required to effect full payment of the outstanding balance of the Project Fee and all related Add-On and other invoices (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 a payment method on file with the Platform and/or our Payment Processor (defined below), the Platform may apply paid Progress Payments and/or charge the Final Payment amount to your payment method on file upon expiration of the Final Complaint Period. You will be notified in writing, via email and/or the Platform, before any charge is applied to your payment method on file. If you do not submit a written complaint within the Final Complaint Period, the Project will be completed and closed on the Platform.

If you submit a complaint in writing, via email and/or the Platform, within the Final Complaint Period, the Platform will refrain from applying and/or charging (as applicable) the Final Payment amount to your payment method on file pending: (1) written notice of your withdrawal of your complaint or (2) resolution of the complaint as set forth in Section 4.8. In the event you fail to resolve your complaint with your Contractor or respond to communications concerning the subject

of your written complaint for a period of more than thirty (30) days, the Platform may charge the Final Payment amount to your payment method on file, notwithstanding the provisions set forth below. You will be notified in writing, via email and/or the Platform, before any charge is applied to your payment method on file.

7.4 Platform Payment Processing. The Platform enables you to process payments for Construction Services and Add Ons. Block may change or add other Platform payment processing services at any time without notice to you, which services may be subject to additional terms or conditions as set forth in such payment processing services and invoicing. You are responsible for making all arrangements necessary to access and pay invoices provided via the Platform. You agree not to make any payments towards the Project Fee directly to the Contractor, and Block will not be responsible for any refunds or accounting for any such payments, in the event you do. You agree that you will pay the entire Project Fee and all other Fees through the Platform. You may process payments via your payment method on file, wire, ACH, or other means as set forth in your Payment Terms and any charges for supplies authorized by you. You acknowledge that different payment processing options may have different applicable fees and it is your responsibility to determine what, if any, applicable fees apply to your payment processing options prior to enrolling in that payment option and/or selecting that payment method to pay an invoice. Block has no obligation to make payment to Contractor to the extent payment is not made by Client. If you dispute or fail to make payment when due on any part of the Project Fee or other Fees via chargeback, you agree we have the right at our option to pursue you for payment, offset the amount against amounts paid to the Contractor on your behalf, to seek reimbursement of any related costs incurred by us, turn any past due account over to collections, and/or report delinquent payment to credit bureaus. You are responsible for the timely payment of all fees and other taxes related to the Construction Services and all associated Services and fees, 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 and for the final Project Fee and all associated Fees.

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 Platform. 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 Platform, you hereby consent and authorize (i) Block as your limited agent for the purposes of payment processing including facilitating payments on your behalf to the Contractor, and (ii) Block and the Payment Processor to share any information and payment instructions you provide to the minimum extent required to complete your transactions.

8. TAXES

Payments required by these Terms may be stated exclusive of all taxes, duties, levies, imposts, fines, or similar governmental assessments, including sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, “**Taxes**”). Certain jurisdictions, however, may require us to collect Taxes from you in connection with the purchase of, payment for, access to,

facilitation of or use of the Platform, and you will be responsible for and bear Taxes associated with the purchase of, payment for, access to, or use of the Platform and Construction Services and any associated services. Charges are inclusive of applicable Taxes only where required by law. You hereby confirm that Block can determine your appropriate jurisdiction for tax purposes however it deems appropriate or as required by law, and you agree to pay taxes to Block when Block includes a charge for taxes on any invoice. You also understand and agree that you are solely responsible for determining your own tax reporting and sales and use tax collection requirements in consultation with your own tax advisers, and that we cannot and do not offer specific tax advice to either You or Contractors. You agree to indemnify Block for any tax claims arising out of these Terms including claims relating to use of the Platform and receipt of performance of Construction Services. Add-On Services and materials related thereto.

9. HAZARDOUS CONDITIONS

Unless explicitly recorded in the Project Requirements and Project Fee on the Platform, The Project Requirements do 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 you and the Contractor should work through the Change Order process to (a) revise the Project Requirements and adjust the Project Fees to reflect the additional work required to mitigate such issues, (b) consult a third party (*e.g.* mold remediation company) to resolve the issue before resuming the Project, or (c) terminate the Contract pursuant to Section 12.3.

10. APPOINTMENT RISKS; COVID-19

You agree that appointments may carry inherent risk, and by using the Platform or requesting the Construction Services, you choose to assume those risks voluntarily. For example, the Construction Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by requesting Construction Services. You assume full responsibility for the choices you make before, during, and after any appointment. By keeping and attending an appointment, 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.

11. RELEASE OF RESPONSIBILITY FOR CONTRACTORS AND CONSTRUCTION SERVICES

YOU HEREBY ACKNOWLEDGE THAT BLOCK DOES NOT SUPERVISE, SCOPE, DIRECT, CONTROL OR MONITOR A CONTRACTOR'S WORK AND EXPRESSLY DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ANY RESPONSIBILITY AND LIABILITY FOR THE WORK PERFORMED AND THE CONSTRUCTION SERVICES IN ANY MANNER, INCLUDING BUT NOT LIMITED TO A WARRANTY OR CONDITION OF GOOD AND WORKMANLIKE SERVICES, WARRANTY OR CONDITION OF QUALITY

OR FITNESS FOR A PARTICULAR PURPOSE, OR COMPLIANCE WITH ANY LAW, STATUTE, ORDINANCE, REGULATION, OR CODE. Block, which operates a Platform that includes connecting Contractors and individuals, is not an agent of either Contractors, Project Owners (unless and only to the extent specifically authorized herein as an agent with respect to payment processing or Add On Services) or such individuals, and does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any Construction 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 in addition to all general disclaimers, 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 Construction Services provided by Contractors, (ii) compliance with state or local licensing regulations applicable to Contractors, or (iii) compliance with insurance requirements by Contractors or Project Owners.

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. Any reference on the Platform or in any marketing to a Contractor or Block personnel being licensed or credentialed in some manner, or "badged," "vetted", "top rated", "best of," "top," "background checked" (or similar language) designations indicates only that the Contractor or Block personnel has completed a relevant account set up process or met certain review standards (as applicable) and does not represent anything else. You acknowledge that Block is not liable for misrepresentations, 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 Construction Services, if you have a dispute with a Contractor, notwithstanding any acts or omissions by Block in any efforts to resolve complaints or address issues regarding Projects or Add-Ons, 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 Section 17 (Liability Disclaimer and Release) .

12. TERMINATION AND CANCELLATION POLICY

12.1 Project Cancellation by You and/or Your Contractor. Except as otherwise required subject to state or municipal law or regulation, once any Progress Payment for an agreed upon Contract is received, and if either you or your Contractor decide to cancel your Project and terminate your Contract, you agree that the terms of any refund of the Project Fee (excluding the Platform Fee included therein) shall be as set forth in you Contract or as may be made in the discretion of your Contractor or as otherwise resolved between you and your Contractor. On behalf of your Contractor, Block reserves the right to accelerate, invoice, assess and offset any Project Fees. Notwithstanding, you acknowledge and agree that as a condition of your use of this Platform, in the

event of your cancellation or termination before Project completion, Block may accelerate, invoice, assess, and offset any Platform Fees, Add-On Service Fees (including materials already ordered through the Platform from Block) and any other fees, and offset and withhold such fees, charges, costs and expenses from any Progress Payments made by You. Any refund or non-charge of Platform Fees or Add On Fees shall be at Block's discretion.

12.2 Add-On Services Cancellation by You. You may cancel Add-On Fees prior to commencement of Add-On Services. After Add-On Services are commenced, Block in its sole discretion, may decide whether to charge or refund any portion of Add-On Fees for unused services and returnable product.

12.3 Suspension and/or Termination for Cause by Block. Block reserves the right to suspend or terminate your access to the Platform and any provision of Add-On or other services by Block (in whole or in part) for cause, and Block will not be obligated to provide Platform services and functionality including payment processing services. if (a) 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 members of your household violate the Block Code of Customer Conduct, (b) if you breach your Section 4.3 (Block Platform Conditions) of this Agreement, (c) you breach your Section 5 (Platform License) obligations, (d) your non-compliance with Section 6 including any failure (in whole or in part) to meet any federal, state, municipal, local, building or other contracting or construction requirements for your project, including all required permitting, architectural or engineering services for your project, (e) you breach your Section 7 (Payment) obligations, or (f) you have an unresolved Contract dispute or complaint with your Contractor for longer than 30 days and the parties are not actively engaged in good faith efforts to cure or resolve the dispute or complaint (as applicable), or (g) you breach any provision of these Terms or applicable supplemental Terms.

If the Contractor provides notice to Block (or Block otherwise observes) that 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 (or your Contractor if appropriate), which shall in no event be more than seven calendar days with respect to Section 12.3.1(a) events, to remove such condition, event or circumstance or cease such violation. Block reserves the right to suspend your access to the Platform or Services during any such cure period. Failure to remove or cure such condition, event or circumstance or cease any such violation within such period of time, entitles Block to take whatever reasonable steps to initiate or continue suspending or terminate Block's relationship with you and your access to the Platform, subject to the Contractor's reservation of rights pursuant to your Contract. A second violation of the Block Customer Code of Conduct during the same Project may result in an automatic termination of the relationship. Upon learning of a violation of Section 4.3.1 (Change Order Process) or Section 4.3.2 (No Platform Bypass) Block may immediately accelerate, invoice, assess and offset any and all Fees due Block from any Progress Payments paid by you without providing you a right to cure. In the event of termination of your access to the Platform, Block may accelerate, invoice, assess and offset any Platform Fees, Add-On Service Fees (including materials already ordered through the Platform from Block) and any other fees, and offset and withhold from any Progress Payments made by You any such fees, charges and any other costs

incurred by Block in connection with terminating the relationship. On behalf of your Contractor, Block reserves the right to accelerate, invoice, assess and offset any Project Fees. Block does not waive its rights hereunder if it does not immediately accelerate and offset any such payments and it may exercise such rights (in whole or in part) at its option.

12.4 Termination Without Cause by Block. Block reserves the right, in its sole discretion, to terminate your access to the Platform and these Terms, without cause or prior notice; provided, that if Block terminates these Terms in the middle of a Project, Block may provide you with a pro-rata refund for any Construction Services you paid for but not yet received pursuant to the Contractor's contractual obligations therefore.

12.5 Return of Content and Customer Data. You have a period of thirty (30) days after the effective date of termination of these Terms ("**Transition Period**") to copy or download any of Your Content, Final Proposal, Project Requirements, Contract, Payment Terms, and any other data of yours. After the Transition Period, Block shall have no obligation to maintain or provide any of the foregoing and may thereafter, unless legally prohibited, delete all such content and data in its systems or otherwise in its possession or under its control. You agree that you are responsible for maintaining your Content, records, and data on an ongoing basis, for any data backups in order to prevent data loss, and for copying or downloading any Content upon termination of this Agreement.

13. PUBLICITY

Block may take photos and recordings of the work performed by Block Personnel pursuant to Add-On Services and Construction Services performed by Contractors and reproduce and display such photos and recordings online and in marketing materials for the Platform and/or Contractors (including the right to permit our designees to do the foregoing). You agree to allow Block (or its designee which may include the Contractor or a hired third party photographer) reasonable access to the Project site for such purpose, and you agree that Block or its designee 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.

14. LINKS TO THIRD PARTY SITES/ THIRD PARTY SERVICES

The Platform may contain links to other websites ("**Third Party Sites**"). The Third Party Sites are not under the control of Block and Block is not responsible for the contents or privacy policies of any Third Party Site, including any link contained in a Third Party Site, or any changes or updates to a Third Party Site. Unless otherwise disclosed by Block, 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 Platform are delivered by third party sites and organizations, such as the Construction 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 Platform, 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](#).

15. 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.

16. DISCLAIMER OF REPRESENTATIONS OR WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PLATFORM, ALL ASSOCIATED SERVICES, AND ALL BLOCK CONTENT INCLUDING CONTRACT TEMPLATES AND PAYMENT TERMS 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 PLATFORM OR SERVICES WILL BE ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED OR THAT YOUR CONTENT WILL BE BACKED UP AND AVAILABLE. BLOCK WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OR LOSS THAT MAY RESULT FROM THE HACKING OR INFILTRATION OF THE PLATFORM OR BLOCK’S COMPUTER SYSTEMS. THE CONTENT, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PLATFORM OR ANY ASSOCIATED SERVICES MAY CONTAIN TECHNICAL INACCURACIES, OUTDATED INFORMATION AND TYPOGRAPHICAL ERRORS. INTRODUCTION OR REFERENCE TO A CONTRACTOR ON THE PLATFORM DOES NOT IMPLY THAT SUCH CONTRACTOR IS OR WILL BE AVAILABLE TO WORK ON YOUR PROJECT. BLOCK RESERVES THE RIGHT TO MAKE CHANGES, CORRECTIONS, AND/OR IMPROVEMENTS TO THE PLATFORM, BLOCK CONTENT AND ASSOCIATED SERVICES AT ANY TIME WITHOUT NOTICE.

BLOCK MAKES NO OTHER REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, SAFETY, TIMELINESS, QUALITY, SUITABILITY OR AVAILABILITY OF ANY SERVICES, CONTENT, PRODUCTS OR SUPPLIES OBTAINED BY OR FROM THIRD PARTIES, INCLUDING CONSTRUCTION SERVICES. BLOCK IS NOT RESPONSIBLE FOR ANY LEGAL ADVICE OR COMPLIANCE TO YOU OR CONTRACTORS. YOU ACKNOWLEDGE AND AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE CONSTRUCTION SERVICES OR THIRD PARTY SUPPLIES REMAINS SOLELY WITH YOU, TO THE

MAXIMUM EXTENT PERMITTED BY LAW.

17. LIABILITY DISCLAIMER AND RELEASE

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BLOCK AND/OR ITS SUPPLIERS, SUBCONTRACTORS, PAYMENT PROCESSOR OR AGENTS 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 PLATFORM OR ANY ASSOCIATED CONTENT OR SERVICES, (2) THE DELAY OR INABILITY TO USE THE PLATFORM OR ANY ASSOCIATED CONTENT OR SERVICES, (3) THE PROVISION OF OR FAILURE TO PROVIDE THE SERVICE OR CONSTRUCTION SERVICES, (4) ANY CONTENT, SOFTWARE, SUPPLIES OR SERVICES OBTAINED THROUGH THE PLATFORM, (5) ANY RELATIONSHIP OR TRANSACTION BETWEEN YOU AND ANY THIRD PARTY CONTRACTOR, SERVICE PROVIDER OR ENTITY WHOSE NAME OR ADVERTISING APPEARS ON THE PLATFORM OR IS REFERRED BY THE SERVICE, OR (6) OTHERWISE ARISING OUT OF THE USE OF THE PLATFORM, SERVICES, CONTENT, SUPPLIES OR CONSTRUCTION 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 PLATFORM, SERVICES, OR WITH ANY OF THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PLATFORM AND ALL ASSOCIATED SERVICES.

YOU UNDERSTAND THAT THE QUALITY OF THE CONSTRUCTION SERVICES SCHEDULED THROUGH THE USE OF THE SERVICE IS ENTIRELY THE RESPONSIBILITY OF THE CONTRACTOR WHO ULTIMATELY PROVIDES SUCH CONSTRUCTION SERVICES TO YOU. NOTWITHSTANDING ANY ROLE IN OR REVIEW OF DISPUTES BETWEEN YOU AND YOUR CONTRACTOR, BLOCK WILL NOT BE A PARTY TO DISPUTES BETWEEN YOU AND ANY CONTRACTOR. RESPONSIBILITY FOR THE DECISIONS YOU MAKE REGARDING CONSTRUCTION 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 PLATFORM OR ANY ASSOCIATED CONTENT OR SERVICES, 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 CONSTRUCTION SERVICES.

YOU AGREE THAT BLOCK HAS NO RESPONSIBILITY OR LIABILITY TO YOU RELATED TO ANY MEETINGS WITH, SELECTION OF OR YOUR CONTRACT WITH CONTRACTOR(S) VIA THE BLOCK PLATFORM (COLLECTIVELY “APPOINTMENTS”) 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 PLATFORM, SERVICES, SUPPLIES OR CONSTRUCTION SERVICES EXCEED THE GREATER OF (1) \$100 OR (2) THE NET AMOUNT EARNED BY BLOCK, IF ANY, IN CONNECTION WITH SUPPLIES OR SERVICES OBTAINED BY YOU THROUGH THE PLATFORM FOR THE PROJECT FROM WHICH THE CLAIM AROSE IN THE SIX (6) MONTHS BEFORE THE CLAIM ACCRUED.

18. 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 Platform, Add-Ons, linked Third Party Sites or any associated Content or services in a manner not authorized by these Terms, (ii) your violation of any of these Terms or your use or misuse of the Platform, Content, Service or Construction Services, (iii) your violation of any rights of a third party, including Contractors, (iv) your violation of any applicable laws, rules or regulations, (v) in any way related to your interactions with Contractors or receipt of Construction Services and Contractor’s performance thereof, 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.

19. INTERNATIONAL USERS

The Platform 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 Platform in any country or in any manner prohibited by any applicable laws, restrictions, or regulations. Construction Services are not available outside of the United States at this time.

20. 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.

21. ARBITRATION OF DISPUTES

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.

21.1 By agreeing to these Terms, you agree to resolve any and all disputes with Block as follows:

Non-binding Initial Dispute Resolution: Most disputes can be resolved without resort to litigation. You can reach Block's support department at support@blockrenovation.com. Except for intellectual property claims, the parties agree to use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the Block support department, and good faith negotiations will be a condition to either party initiating a lawsuit or arbitration.

Binding Arbitration: If the parties do not reach an agreed-upon solution within a period of thirty (30) days from the time informal dispute resolution is initiated under the Initial Dispute Resolution provision above, then either party may initiate binding arbitration as the sole means to resolve claims, subject to the terms set forth below. Specifically, all claims arising out of or relating to these Terms or previous versions of these Terms (including the Terms' or Privacy Policy's formation, performance, and breach), the parties' relationship with each other, and/or your use of the Platform will be finally settled by binding arbitration, as described below.

21.2 Arbitration Process. In the event of any dispute between Parties arising out of or relating to this Agreement, that cannot be resolved by Initial Dispute Resolution efforts, 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.

21.3 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 Platform and any associated services, to any products sold or distributed through the Platform and any associated services, or to any aspect of your relationship with Block, will be resolved by binding arbitration, rather than in court, except that (1) either party may assert claims in small claims court if the 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.**

21.4 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.

21.5 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.

21.6 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.

21.7 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.

21.8 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: Attn: Arbitration Opt-Out, Block Renovation, 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.

21.9 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.

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

21.11 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.

22. PRIVACY

Please see our [Privacy Policy](#) for information regarding the collection and use of personal information from the Platform. 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 Platform may include additional or different terms relating to the use of personal information collected from such areas or pages.

23. MISCELLANEOUS

23.1 **Independent Parties**. 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, unless specifically set forth herein or in supplemental terms. You agree that, except as otherwise expressly provided in these Terms, there will be no third-party beneficiaries to these Terms.

23.2 Waiver. 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.

23.3 Severability. 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.

23.4 Survivability. Subject to Section 2 (Modification), these Terms shall continue to apply for as long as you access the Platform or use the Services, 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.

23.5 Assignment. You understand that Block may freely assign its rights, obligations, or liabilities hereunder (in whole or in part) to any Block affiliate company including but not limited to Lyra Technologies, Inc., and to any successor in interest without notice to you. Additionally, Block may delegate certain rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign, in whole or part, this Agreement to any person or entity. Block may subcontract or delegate its obligations (in whole or in part) pursuant to this Agreement and the Platform, Add-On Services and any other services hereunder without notice to you. For clarification, notwithstanding the foregoing, Block does not subcontract Construction Services which are provided by Contractors pursuant to your Contract with your Contractor.

23.6 Statute of Limitations. You agree that regardless of any statute or law to the contrary and except to the extent prohibited by law, any claim arising out of or related to the Platform must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

23.7 Section Headings. The section headings in these Terms are for convenience only and have no legal or contractual effect.

23.8 Notice. You agree that Block may provide you with notices, including those regarding changes to these Terms, by email, regular mail, or postings on the Platform. Legal notices to Block related to these Terms must be sent in writing to: Block Renovation, 45 Main St., Suite 206, Brooklyn, NY 11201, Attn: Legal Notice, with an email copy to: hello@Blockrenovation.com. Notices to Block shall be deemed received when delivered to the foregoing mailing address. Notices to you shall be deemed received when emailed, mailed or posted by Block.

23.9 Entire Agreement. Unless otherwise specified herein, these Terms, together with any supplemental terms applicable to Add-Ons, constitute the entire agreement between you and Block with respect to the Platform and, subject to Section 2 (Modification) herein, 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.

23.10 Contact Information. If you have any questions about these Terms or the Platform, please contact us by sending an email to hello@Blockrenovation.com or contacting us via the mailing address provided below.

Mail:

Block Renovation
45 Main St., Suite 206
Brooklyn, NY 11201
Attn: Customer Inquiries and Support