

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

GARY GLICK,

Plaintiff,

vs.

ANGIE'S LIST, INC.,

Defendant.

CLASS ACTION
JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

Plaintiff, Gary Glick, by and through undersigned counsel, on behalf of himself and all persons similarly situated, complains and alleges as follows:

NATURE OF THE CASE

1. This is a civil action seeking monetary damages, restitution, injunctive relief, and declaratory relief from Defendant, Angie's List, Inc. ("Angie's List"), arising from Angie's List's unfair, deceptive, and misleading practices which lures consumers into paying for access to allegedly unfiltered, "passive," consumer-driven search results and rankings of local service providers, and related content. However, Angie's List manipulates "the List" for the company's own economic gain, all without the consumers' knowledge.

2. Angie's List is a review service, with paid memberships, which allows consumers to share reviews and ratings of local service providers, such as contractors, dentists, and mechanics. Members can then search reviews and ratings via the Angie's List website, www.angieslist.com.

3. Angie's List falsely assures consumers that a service provider's position in a member's search results "is determined by their recent grades and number of reviews. Companies with the best ratings from members will appear first."¹

¹ See Angie's List FAQ, "Understanding and sorting search results," at http://support.angieslist.com/app/answers/detail/a_id/54/~understanding-and-sorting-search-results (updated Aug. 3, 2015) (last accessed Dec. 14, 2015).

4. Angie's list deceives consumers with untrue assurances that service providers cannot influence their ratings on Angie's List by, among other things, affirmatively promising that: "[b]usinesses don't pay" and "[c]ompanies can't pay to be on Angie's List." Instead, Angie's List emphasizes its unique consumer-first philosophy, which demonstrates the company's unwavering commitment of placing the interests of the consumer first. Further, Angie's List claims to require identification with reviews, by not allowing anonymous reviewers, to maintain the integrity of reviews. By always placing the interest of the consumer first, Angie's List helps its members find the "best" provider for their local service needs.

5. Statements such as these, reflected in a consistent, constant and pervasive mass-marketing campaign, misleadingly encourage existing members, as well as potential new clients, to believe that Angie's List search results and related content are based on unfiltered feedback from consumers, allowing consumers to access this valuable and reliable information unaffected and unshaped by any outside input, including from paid advertisers or Angie's List itself. In support of its misleading campaign to attract and maintain customers, Angie's List's employs a standardized membership agreement form (the "Membership Agreement"). *See* Ex. A hereto. This agreement explicitly states that the company "simply acts as a passive conduit" for reviews and ratings "based upon actual first-hand experiences other users have had[.]" and that Angie's List "does not endorse" any service providers.² However, contrary to Angie's List reports, this is not how Angie's List operates.

6. Angie's List conceals from consumers that service providers are in fact able to and do pay "advertising" fees to influence "the List."

Artificially Higher Rankings in Search Results

7. Service providers can and do pay hefty "advertising" fees to appear higher in the members' search results. For instance, when an Angie's List member wants to find a service provider, the user can search the Angie's List website for nearby providers. Her search should show results for all nearby providers and feature all member reviews for those

² *See* Membership Agreement, at 9.

providers, whether good or bad, as well as each provider's ratings (i.e., a letter grade of "A" through "F"). The search results should rank providers based on the stated objective standards, such as from highest to lowest ratings, those with the best or most positive reviews, or some combination of both. In the alternative, at the very least, search results should show providers in an objective order, such as alphabetized by name or by geographical location in proximity to the user.

8. This is not how Angie's List actually works. Angie's List alters the order in which service providers are listed in members' search results, contrary to the assurances made by Angie's List, and without members' knowledge. Angie's List ranks service providers higher based on how much providers pay in "advertising" fees. In the above example, a provider with an "A" rating and all positive reviews, but who did not pay any "advertising" fees, will be ranked lower than a provider who did pay the "advertising" fees but has worse reviews or ratings. This information is not disclosed to current or prospective members.

9. One investigative report found that the top reviewed heating and air conditioning company in their area was ranked below eleven others that had inferior ratings or just a handful of reviews.³ The higher ranked companies paid \$12,000 to \$15,000 to appear higher on the List.⁴ A different service provider, who was stuck on the eighth page of results, was allegedly quoted \$50,000 by Angie's List to be ranked higher in search results.⁵ Another investigative report said: "If you're looking for a contractor, you're only going to look at the first page or two. That skews the ratings. I don't think they're being straight with the public on that."⁶ Angie's List even further manipulates users when the user elects to use Angie's List call center instead of the company website. Angie's List

³ "Ain't It Time To Say Goodbye to Angie's List?," Forbes (Oct. 9, 2013).

⁴ *Id.*

⁵ *Id.*

⁶ "The Boss Responds: A Call to Angie's List is Answered by Angie Herself," Santa Barbara Independent (July 19, 2014).

employees will provide the user with a service provider, but the provider is chosen from a list of only four and the providers are not chosen based on reviews or ratings.⁷

10. On information and belief, Angie's List also extorts "advertising" fees from service providers by threatening that service providers will be buried on the List unless a service provider pays the requested amount to appear higher-up in search results, or for related add-ons designed to prop-up a service provider's visibility, ratings, or reviews. This distorts the integrity of search results because a consumer cannot be sure if the search actually located the best-rate service provider.

11. In addition, on information and belief, Angie's List employs an opaque dispute resolution process that can result in the removal of consumers' reviews from a service provider's profile, thus robbing other paying members of the value-add promised by Angie's List – unfiltered consumer feedback and content.

12. Because of these misleading and deceptive acts, members do not know, or cannot reasonably discover, the collective membership's true, unfiltered assessment of a given service provider.

Angie's List's Fraudulent and Deceptive Practices Harm Consumers

13. Angie's List does not deliver the value that it advertises to consumers. Specifically, Angie's List falsely promises that paid membership will be given unfiltered access to 100% consumer-driven content, such as reviews and ratings of service providers, and that search results rankings will be based on those reviews and ratings.

14. Angie's List deceives, defrauds, and misleads its existing and potential member base by wrongfully manipulating consumer-driven search result rankings, and other consumer-generated content. These wrongful acts violate the principles set forth in the FTC guidelines on advertising and endorsements. *See* 16 C.F.R. Part 255. In essence, Angie's List does not help members find the "best" service provider, but rather the one who paid the most money to Angie's List. This is not placing the "interests of the consumer first."

⁷ Angie's List Marketing Guide, at 6, available at <http://content.angieslist.com/company/omages/sp/almarketingguide.pdf> (last accessed Dec. 14, 2015).

JURISDICTION AND VENUE

15. This Court has original jurisdiction of this action under the Class Action Fairness Act of 2005. Pursuant to §§ 1332(d)(2) and (6), this Court has original jurisdiction because the aggregate claims of the putative Class members exceed \$5 million, exclusive of interest and costs, and at least one of the members of the proposed classes is a citizen of a different state than Angie's List.

16. Venue is proper in this district pursuant to 28 U.S.C. § 1391 because Angie's List is subject to personal jurisdiction here and regularly conducts business in the District of New Jersey, Plaintiff resides in this district, and a substantial part of the events or omissions giving rise to the claims asserted herein occurred in this district.

THE PARTIES

17. Plaintiff, Gary Glick, is a citizen of the state of New Jersey. He has been a paying member of Angie's List since approximately 2012 or 2013.

18. Defendant Angie's List is a Delaware corporation with its principal place of business at 1030 E. Washington Street, Indianapolis, Indiana. Angie's List is licensed to do business in New Jersey (among other states) and has specific, as well as general and systematic, contacts in New Jersey.

19. Angie's List operates a paid-membership review service that allows consumers to give reviews and ratings of local service providers for the use of other Angie's List members. It provides this service for approximately 253 local markets in the United States primarily through its website, www.angieslist.com.

20. Upon its establishment in 1995, Angie's List collected and shared reviews and ratings of service providers over the telephone and by going door-to-door. Angie's List has since become one of the leading, if not the largest, paid-membership service of its kind. Angie's List has always and continues to successfully brand itself as a grass roots, web-based service unaffected and unshaped by influence outside of the opinions and reviews of its members, which is an important and material reason why members pay to join and continue their relationship with Angie's List. The overwhelming majority of reviews and ratings today are submitted and accessible via the company's website, www.angieslist.com.

21. Angie's List's currently boasts a membership of over three million paying members. Angie's List held an initial public offering in November 2011. The company has since grown every year since its initial beginning. Angie's List reported \$315 million in revenue for fiscal year 2014, up nearly 30% compared to fiscal year 2013. The company reported \$245.6 million in revenue for fiscal year 2013, up 58% compared to fiscal year 2012.

COMMON FACTUAL ALLEGATIONS

A. Angie's List's Relationship With Its Members

22. Angie's List requires all members to agree to the Membership Agreement, a standardized form contract drafted by Angie's List.

23. Angie's List's Membership Agreement is not discussed or negotiated with consumers. Instead, the Membership Agreement is referenced when a consumer signs up to be a member of Angie's List.

24. The Membership Agreement describes the company's service as follows:

1. ANGIE'S LIST SERVICE

Angie's List provides reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences other users have had with these Service Providers and also provides You with the opportunity to provide Your own reviews and ratings on the Service Providers You use.⁸

25. Angie's List expressly disclaims any manipulation or control of consumer generated reviews and ratings. The Membership Agreement states in pertinent that:

13. PUBLICATION AND DISTRIBUTION OF CONTENT

Angie's List does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Angie's List simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content

⁸ See Membership Agreement, at 2.

14. SERVICE PROVIDERS

Angie's List does not endorse and is not responsible or liable for any Content, Service Provider Content, data, advertising, products, goods or services available or unavailable from, or through, any Service Providers . . .⁹

26. As further alleged below, Angie's List does not "simply act[] as a passive conduit" for sharing reviews, ratings, and search result rankings based solely on "actual firsthand experiences of other users." The company does not disclose that it manipulates search results and rankings to prop-up certain service providers over others on the List, which constitutes a form of paid for endorsement, and active involvement in favoring and promoting the success of certain service providers over others.¹⁰ Angie's List's undisclosed, pervasive, and self-serving actions violate consumer expectations given its advertisements, and other public statements and representations, and the Membership Agreement.

B. How Angie's List Reviews, Ratings, and Searches Are Supposed to Work

27. Through www.angieslist.com, and other lesser means, Angie's List purportedly aids consumers in finding service providers. The service providers are reviewed by consumers who have used the service providers in the past.

28. Angie's List claims to enable consumers to choose a service provider based on other consumers' experiences with the provider. Consumers value the availability of honest and unfiltered feedback, leading them to pay for the service offered by Angie's List. Angie's List, unlike similar services that do not charge membership fees, Angie's List prohibits anonymous posts. Angie's List claims that this makes search results and related content available at Angie's List more reliable than that on unpaid sites.

29. A review on Angie's List is a narrative description of the service provided to the consumer. These reviews are either positive or negative. Accompanying a review is a

⁹ *Id.* at 8-9.

¹⁰ *See, e.g.*, 16 C.F.R. Part 255; ".com Disclosures: How to Make Effective Disclosures in Digital Advertising," FTC (Mar. 2013), *available at* <https://www.ftc.gov/sites/default/files/attachments/pressreleases/ftc-staff-revises-online-advertising-disclosure-guidelines/130312dotcomdisclosures.pdf>.

letter-grade rating from “A” to “F.” There are six areas critiqued: overall experience, price, quality, responsiveness, punctuality, and professionalism. The category scores are then averaged somehow and totaled across all member reviews for the service provider. This information determines a service provider’s overall rating.

30. Members of Angie’s List can search for the “best service provider.” Angie’s List members justifiably and reasonably expect that search results will identify the “best” provider, as the company advertises, based on the member’s search values. According to the FAQ of Angie’s List, providers can be shown based on reviews and ratings, or something more objective, like the geographical location:

1. How are companies sorted in search results?

A provider’s position in your search results is determined by their recent grades and number of reviews. Companies with the best ratings from members will appear first. To help prevent the same providers from always showing up first, companies who have earned similar grades are rotated within your results.¹¹

31. The FAQ section also reiterates: “Companies with a poor rating from our members will appear lower down on the List after businesses who have earned good ratings for superior work.”¹²

C. How Angie’s List Reviews, Rating, and Searches Really Work

32. Consumers, having paid for a consumer-driven list, are not getting “the List” they are promised. Although Angie’s List advertises this consumer-driven experience, it is not available to paying members as advertised.

33. Angie’s List manipulates service providers’ placement in search results based on service providers’ payments of “advertising” fees. On information and belief, these fees can be tens and thousands of dollars per service provider.

¹¹ See Angie’s List FAQ, “Understanding and sorting search results,” at http://support.angieslist.com/app/answers/detail/a_id/54/~understanding-and-sorting-searchresults (updated Feb. 1, 2015) (last accessed Dec. 14, 2015).

¹² See Angie’s List FAQ, “Negative reviews on the List,” at http://support.angieslist.com/app/answers/detail/a_id/21/~negative-reviews-on-the-list (updated Jan. 13, 2014) (last accessed Dec. 14, 2015).

34. According to Angie's List's marketing materials directed towards service providers, advertising on Angie's List "exponentially increases [their] exposure to searching members. . . ." The materials further state that "Businesses that purchase a display advertisement receive about 12 times more profile views from members" on average." Once a service provider starts to get reviews, certain advertising and promotion options are then unlocked "that give [the service provider] an advantage of increased exposure."

35. Angie's List markets "Premium options" to advertisers that allow service providers to feature their business with prominent positioning through Web Placement or Keyword Advertising ("Appear on the first page of search results so members can easily find and access your review.") and Call Center Advertising ("Be one of only four companies provided when a member calls looking for a highly-rated provider.").

36. However, Angie's List misleads and does not reasonably disclose to consumers that service providers pay to improve their company's placement in search results regardless of reviews and ratings. In addition, on information and belief, for a fee, Angie's List will engage in other deceptive tactics to ensure that service providers who pay money to Angie's List receive special treatment that ultimately influences search result rankings.

1. Manipulation of Search Results

37. Angie's List does not sort service provider results according to reviews and ratings, as advertised and represented.

38. Instead, Angie's List ranks service providers' higher in the search results based on whether the provider pays money to Angie's List, and how much providers pay. This information is not disclosed to consumers.

39. Search result rankings are important because consumers reasonably assume that providers ranked at the top of the list are the highest recommended by other consumers. Consumers, therefore, rarely search past the first few search result pages.

40. The practical effect is that consumers are duped into choosing service providers ranked highly in search results, even if those providers do not have superior ratings or reviews.

41. Search result rankings are important because consumers reasonably believe that the higher a service provider is in the ranking, the more highly recommended the service provider is by other Angie's List customers. The consumer also reasonably believes that the lower the service provider appears in the results, the less reviews and/or ratings that provider has, or the less favorable reviews and/or ratings.

2. Related Deceptive Conduct

42. Angie's List misleadingly guarantees consumers that: "We accept both good and bad reviews and we never remove reviews unless the member who posted the feedback contacts us to delete it."¹³ Yet, Angie's List employs a so-called dispute resolution process by which reviews can be and are removed or rendered not visible to other consumers searching the List.

43. In addition, on information and belief, for a fee, Angie's List will engage in other deceptive tactics – such as customizing service providers' profiles or obtaining favorable ratings and reviews – to ensure that service providers who pay money to Angie's List receive more reviews than others, and more favorable reviews, which ultimately affects search result rankings.

D. Plaintiff's Experience

44. Plaintiff Glick first paid to become a member of Angie's List in or about 2012 or 2013. He paid to renew each membership cycle since he joined.

45. At the times Plaintiff Glick became a member and renewed his membership, Plaintiff Glick was exposed to Angie's List's marketing statements of a consumer-oriented ethos as described above, including but not limited to the representation that "businesses don't pay." For example, he has seen multiple television, internet, or print advertisements for Angie's List. Plaintiff took note that Angie's List provided member-generated content, including member-generated reviews and rankings. He understood from Angie's List's marketing and advertising that these rankings, reviews, and related content could not be affected or manipulated by the service providers appearing on the List, or by Defendant. He

¹³ See Angie's List FAQ, "Negative reviews on the List," at http://support.angieslist.com/app/answers/detail/a_id/21/~negative-reviews-on-the-list (updated Jan. 13, 2014) (last accessed Dec. 13, 2015).

believed that Angie's List was a forum for unaffiliated people to share their views of various local service providers in an open, candid, and objective way, and that Defendant presented itself as a unique alternative to other on-line offerings where the listed service providers paid to play.

46. At the time Plaintiff signed up to become a member, and to renew, none of the written content on the Angie's List website or otherwise contradicted or challenged his understanding of how Angie's List worked.

47. Plaintiff recalls paying for his membership, and using the List at various times to identify or evaluate service providers.

48. Both before and after he became a member, Plaintiff Glick, as a reasonable consumer in his position, believed that service providers did not pay Angie's List to advertise in the manner identified herein, such as advertising to secure better placement in search results.

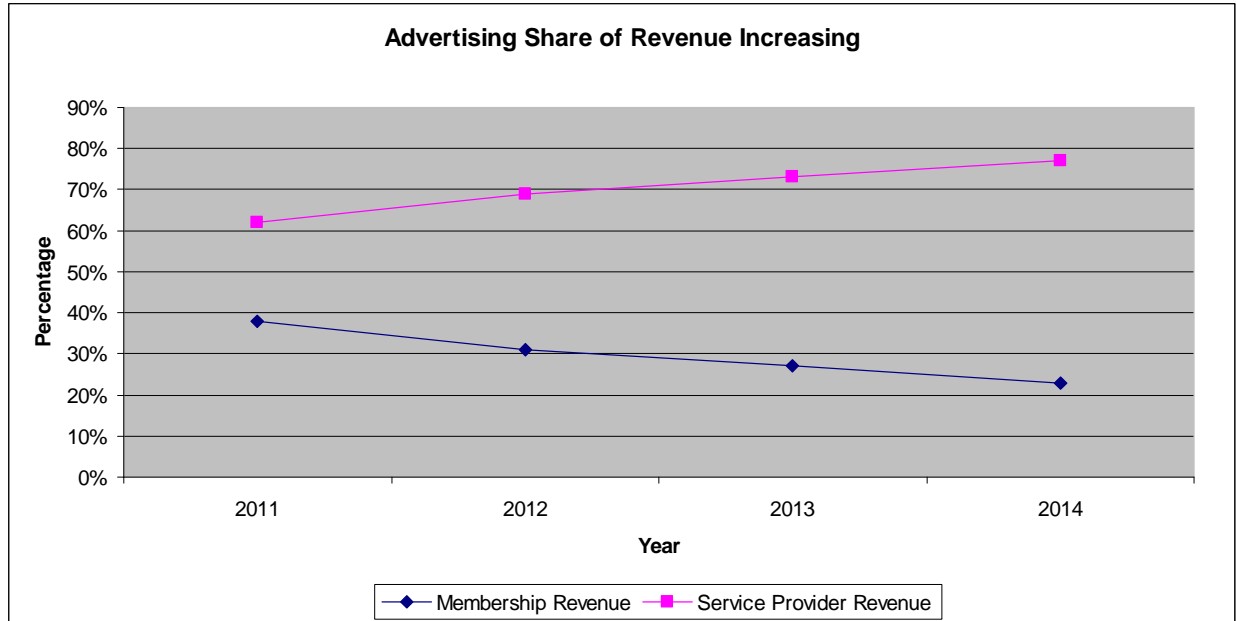
49. Plaintiff recently learned that Defendant manipulates the List's search results and rankings to prop-up certain service providers over others, a form of paid advertisement, and active involvement in favoring and promoting the success of certain service providers over others. Had he not been misled as described herein, and had he been truthfully and fairly informed of how the List really works, Plaintiff would not have paid money, or would have paid substantially less money, to join, renew, and/or continue his membership in Angie's List.

E. Angie's List Greatly Benefits From Its Wrongful Conduct

50. Angie's list has made millions of dollars from unsuspecting consumers by using fraudulent, deceptive, and unfair conduct. Consumers have no reason to believe, and no reasonable means to discover, that service providers pay to improve their ranking on members' search results. Consumers paid for a service that provides unfiltered, consumer-driven reviews, and search results, but the consumers are not receiving this service.

51. Angie's List gets a majority of its revenue from the service providers who pay to have their information shown first and Angie's List is reaping the financial benefit from this scheme. In 2011, 2012, 2013, and 2014, Angie's List derived 62%, 69%, 73%,

and 76.8% of its total revenue, respectively, from service providers. Stated otherwise, in 2014, Angie's List made approximately \$241.9 million from service providers, or more than three times the money it made in consumers' membership fees. Simply put, despite its "consumers first" mantra, Angie's List's economic fortunes are more significantly aligned with service providers than consumers. The following chart illustrates this¹⁴ [see overleaf]:



52. Despite what Angie's List's claim in the Membership Agreement, it is not acting as a passive conduit for consumers. Instead, Angie's List actively pursues "advertising" fees from service providers. In return, Angie's List inflates the search result rankings of those service providers who pay "advertising" fees. Angie's List tells service providers that the fees will give them an advantage of "increased exposure" that "propel[s] you ahead of your competition."¹⁵ This is not disclosed to Angie's List consumers, who reasonably believe the list is organized by other consumers' experiences.

¹⁴ Sources: Angie's List 2013 Form 10-K at 3, available at <http://www.sec.gov/Archives/edgar/data/1491778/000119312513074229/d488609d10k.htm>; Angie's List Fourth Quarter Results and Full Year 2014 Results, available at <http://investor.angieslist.com/releasedetail.cfm?ReleaseID=896836>.

¹⁵ Angie's List Marketing Guide, at 8, available at <http://content.angieslist.com/company/images/sp/almarketingguide.pdf>.

53. Angie's List tells consumers about service providers' opportunities to offer discounts and coupons to members, but does not disclose the advantage of a service provider being able to control their own site ranking based on the "advertising" fees that they pay to Angie's List.

54. Defendant Angie's List never reasonably disclosed its transformation from a grass roots, consumer-driven, web-based service to a service that accepted, encouraged, and increasingly relied upon (and insisted upon) advertising dollars and inducements from the service providers listed on the site to drive search results and rankings. Those joining and maintaining their relationship with Angie's List did not know, and reasonably could not have discovered, the true business model of Angie's List given Defendant's continuous and pervasive marketing and advertising campaign to the contrary, and its Membership Agreement and other materials. Reasonable consumers will remain ignorant of the manner in which Angie's List actually operates until Defendant's true, misleading business model is unmasked.

CLASS ALLEGATIONS

55. Plaintiff brings this action on behalf of himself and all others similarly situated pursuant to Fed. R. Civ. P. 23(a), (b)(2), and (b)(3). This action satisfies the commonality, typicality, adequacy, predominance, and superiority requirements of Rule 23.

56. The proposed classes are defined as:

All persons in the United States who, within the applicable statute of limitations preceding the filing of this action through class certification, were paying members of Angie's List (the "National Class"); and

All persons in New Jersey who, within the applicable statute of limitations preceding the filing of this action through class certification, were paying members of Angie's List (the "New Jersey Subclass").

The National Class and the New Jersey Subclass are collectively referred to as the "Classes."

57. Plaintiff reserves the right to modify or amend the definition of the proposed Classes before the Court determined whether certification is appropriate.

58. Excluded from the Classes are Angie's List, its parents, subsidiaries, affiliates, officers and directors, any entity in which Angie's List has a controlling interest, governmental entities, and all judges assigned to hear any aspect of this litigation, as well as their immediate family members.

59. Joinder is impractical because the members of the Classes are so numerous. The Classes consist of many thousands of members each, and the identity of members of the Classes are within the knowledge of and can only be ascertained by resort to Angie's List's Records.

60. The claims expressed by the representative Plaintiff are typical of the claims of the Classes in that the representative Plaintiff, like all Class members, paid to become and remain members of Angie's List. The representative Plaintiff, like all Class members, has been damaged by and lost money due to the misconduct committed by Angie's List because Plaintiff, like all Class members, subscribed to a service based on the same deceptive, misleading, and/or fraudulent pretenses and practices, and have been subjected to the same or substantially the same identical Membership Agreement, which is a contract of adhesion. The factual basis of the misconduct committed by Angie's List is common to all Class members, and represents a common thread of conduct, that is both unfair and unconscionable, and resulted in injury in fact to the members of the Classes.

61. There are numerous questions of law and fact applicable to the Classes and those common questions prevail over any questions affecting an individual Class member.

62. Some of the common questions of law and fact for the Classes are whether Angie's List:

- a. Breached the terms described in the Membership Agreement, and/or the covenant of good faith and fair dealing with the Plaintiff and other members of the Classes, through the company's manipulation of search results and rankings;

- b. Misrepresented, omitted or concealed that the company manipulates search results;

c. Unlawfully, falsely, deceptively, or misleadingly misrepresented that the company does not accept money from service providers in connection with search results and rankings;

d. Unlawfully, falsely, deceptively, or misleadingly induced Class members to pay for membership based on misrepresentations, false promises and omissions;

e. To the extent applicable, whether and how long Angie's List fraudulently concealed its past and ongoing wrongful conduct from reasonable consumers including Plaintiff and the Classes; and

f. Violated consumer protection laws.

63. Other questions of law and fact that are common to the Classes include:

a. The proper method by which to measure restitution and damages; and

b. The declaratory and injunctive relief to which the Classes are entitled.

64. Plaintiff's claims are similar to the claims of the other Class members, because they arise from the same wrongful conduct and the same, or substantially similar, unconscionable provisions of the Angie's List Membership Agreement and/or other related documents. Plaintiff suffered the harm alleged and has no interests antagonistic to the interests of any other Class member.

65. Plaintiff is committed to the vigorous prosecution of this action and has retained competent counsel experienced in the prosecution of the class actions and, in particular, class actions on behalf of consumers. Accordingly, Plaintiff is an adequate representative and will fairly and adequately protect the interests of the Classes.

66. A class action is superior to other available methods for the fair and efficient adjudication of this controversy. Since the amount of each individual Class member's claim is small relative to the complexity of the litigation, and due to the financial resources of Angie's List, no Class member could afford to seek legal redress individually for the claims alleged herein. Therefore, absent a class action, the members of the Classes will continue to suffer losses and Angie's List's misconduct will proceed without remedy.

67. Even if members of the Classes could individually afford such separate litigation, the court system could not. Given the complex legal and factual issues involved, individualized litigation would significantly increase the delay and expense to all parties and to the Court. Individualized litigation would create the possibility for inconsistent and contradictory rulings. A class action presents far fewer management difficulties, allowing claims to be heard that which might otherwise go unheard because of the relative expense of bringing individual lawsuits, and provides the benefits of adjudication, economies of scale and comprehensive supervision by a single court.

FIRST CLAIM FOR RELIEF
(Breach of Contract)

68. The allegations set forth in the above paragraphs are incorporated into this section by reference as if set forth verbatim on behalf of the National and New Jersey Classes.

69. Defendant Angie's List has and continues to provide its services pursuant to a standard form Membership Agreement to which it has required all customers to accept and agree as a condition of becoming a paying Angie's List member. The terms and conditions of this Membership Agreement have not varied significantly or materially during the Class period.

70. Defendant Angie's List's Membership Agreement is a contract of adhesion. Defendant has and continues to require that all customers agree to all terms and conditions of this form Agreement authored solely and exclusively by Defendant which is presented on a take-it-or-leave-it basis as a condition of membership.

71. Defendant's Membership Agreement contains the following express terms:

13. PUBLICATION AND DISTRIBUTION OF CONTENT

Angie's List does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Service. You acknowledge that Angie's List simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of Content

14. SERVICE PROVIDERS

Angie's List does not endorse and is not responsible or liable for any Content, Service Provider Content

72. These provisions clearly and unambiguously reflect that Defendant Angie's List will act as a provider rating and ranking system based on "first-hand" consumer reviews, unaffected and unshaped by input from any other source, including Defendant.

73. In fact, Defendant Angie's List does not "simply act[] as a passive conduit" for sharing reviews, ratings, and search result rankings based solely on "actual first-hand experiences of other users." As alleged herein, Defendant manipulates search results and rankings to prop-up certain service providers over others on the List, which actions constitute a form of paid-for endorsement, and active involvement in favoring and promoting the success of certain service providers over others. These actions constitute a material, continuous breach of the Membership Agreement.

74. Every contract imposes on the parties a duty of good faith and fair dealings. This duty requires that neither party will do anything to injure the right of the other to enjoy the benefits of the agreement. It imposes on each party the obligation to do everything the contract presupposes they will do to accomplish its purpose, to make effective the agreement's promises in accordance with the spirit of the parties' bargain. Here, in transforming Angie's List into a pay-to-play service dependent and reliant upon the substantial revenue derived from service providers who are willing to pay Angie's List, *inter alia*, to appear higher in search results delivered by Defendant to its consumer members, without disclosing or altering the terms of its bargain with its members to reflect its actual performance, Defendant violated this implied covenant.

75. Plaintiff and the Classes have performed in accordance with the terms of the Membership Agreement except and to the extent performance has been excused, or rendered impracticable or impossible.

76. As a direct and proximate result of Defendant Angie's List's material breach of contract, Plaintiff and the Classes have and continue to suffer direct and consequential damages. Plaintiff and the Classes did not receive the benefit of their bargain—a true

provider rating system different than other free to consumer web-based services, that is, one reliant on “first hand” consumer reviews unaffected and unshaped by input from any other source, including the service operator.

SECOND CLAIM FOR RELIEF

(New Jersey Consumer Fraud Act (“NJCFA”), N.J.S.A. 56:8-1, et seq.)

77. The allegations set forth in the above paragraphs are incorporated into this section by reference as if set forth verbatim on behalf of the New Jersey Subclass.

78. Plaintiff and New Jersey Subclass members are “persons” within the meaning of N.J.S.A. 56:8-1(d).

79. Defendant is a “person” or “entity” as used in the NJCFA.

80. Defendant’s conduct alleged herein relating to memberships constitutes a “sale” within the meaning of N.J.S.A. 56:8-1(e).

81. NJCFA declares unlawful:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing, concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby[.]

N.J.S.A. 56:8-2.

82. Defendant’s deceptive, fraudulent and/or unfair practices, as described herein, offend established public policy, are unconscionable, and caused ascertainable losses to consumers, including Plaintiff and the New Jersey Subclass.

83. For instance, for many years, Defendant Angie’s List has engaged in a continuous, unwavering and pervasive marketing and advertising campaign designed and intended to distinguish itself from other internet service providers such as Yellow Pages and Yelp by successfully branding itself as a “passive conduit” of consumer-driven content in which local businesses vie for the business of local citizens through actual Angie’s List customer reviews without the ability to pay to play. Angie’s List has not wavered from but rather maintained this branding as it transformed to a public company which has derived an

increasing and significant proportion of its revenues from the businesses who vie for New Jersey Subclass Member business on the “List.”

84. In truth, businesses do pay Angie’s List significant advertising and other fees in order to affect and influence the “List” including search results and result rankings. Without changing or altering its marketing and advertising strategy, or otherwise reasonably informing its customers, Angie’s List has evolved over the last several years into a company which derives the majority, now in excess of 75%, of its revenue from the businesses who, with Angie’s List assistance solicit for business on the “List.”

85. Defendant Angie’s List conduct described herein is deceptive, fraudulent, and/or unfair within the meaning of the NJCFA given (to the extent applicable) Plaintiff and the reasonable consumer are likely to be misled about the service allegedly being offered by Angie’s List. The intended and actual result of Angie’s List’s pervasive advertising and marketing campaign, and customer agreements and materials, as more particularly set forth above in above paragraphs of this Complaint (e.g., ¶¶ 2-14, 22-43), is to mislead reasonable consumers such that they understand and reasonably believe that the “List” is a passive conduit of consumer-driven information unaffected and not influenced by what businesses are willing to pay to be on and part of the “List.” The reasonable consumer would and did attach importance to this reasonable understanding in making the decision to pay to become and stay a paying Angie’s List member, and such understanding played a substantial and material part in that decision.

86. In addition, violations of Section 5(a)(1) of the Federal Trade Commission Act, 15 U.S.C. § 45(a)(1) constitute unfair, unconscionable, and/or deceptive acts or practices in violation of NJCFA. Defendant’s conduct described herein also constitutes a violation of Section 5(a)(1) and, accordingly, the NJCFA.

87. Angie’s List engaged in unlawful conduct, made affirmative misrepresentations or omissions, or otherwise violated the NJCFA by, inter alia, knowingly, intentionally, recklessly and/or negligently misleading consumers about Angie’s List’s manipulation of reviews, ratings, and search results, which also violates the Membership Agreement.

88. To the extent applicable, Angie's List intended that Plaintiff and New Jersey Subclass members would rely on the company's misrepresentations, or acts of concealment and omissions, including those in connection with the Membership Agreement. Further, to the extent applicable, reliance can be presumed under the circumstances.

89. A direct and causal relationship exists between Defendant's wrongful conduct and the ascertainable losses suffered by Plaintiff and the New Jersey Subclass.

90. As a direct and proximate result of Defendants' wrongful practices (which violate NJCFA), Plaintiff and the New Jersey Subclass have suffered ascertainable losses in the form of membership fees paid in amounts that would otherwise not have been incurred in whole or in part, which constitutes a loss of money and actual damages.

91. In addition to actual damages, Plaintiff and the New Jersey Class are entitled to treble damages, declaratory and injunctive relief, as well as reasonable attorney's fees and costs pursuant to N.J.S.A. 56:8-19.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and the Classes demand a jury trial on all claims so triable and judgment as follows:

1. Declaring that Angie's List breached its Membership Agreement with Plaintiff and the National Class members;
2. Declaring that the Membership Agreement is void, severable, and/or unconscionable to the extent necessary to remedy Angie's List's past and continuing wrongful conduct;
3. Declaring Angie's List's conduct alleged herein to be wrongful, unfair, inequitable, and unconscionable;
4. Restitution of membership fees paid to Angie's List by Plaintiff and the Classes as a result of the wrongs alleged herein in an amount to be determined at trial;
5. Disgorgement of the ill-gotten gains derived by Angie's List from its misconduct;
6. Actual damages in an amount according to proof;

7. A temporary and permanent injunction prohibiting Angie's List from enforcing the void, severable, and/or unconscionable provisions of the Membership Agreement, and enjoining Angie's List from engaging in the same wrongful conduct going forward including requiring Angie's List to adequately disclose facts to render truthful its representations about reviews, ratings, and search results as alleged herein;

8. Punitive and exemplary damages;

9. Pre-judgment and post-judgment interest at the maximum rate permitted by applicable law;

10. Costs and disbursements assessed by Plaintiff in connection with this action, including reasonable attorneys' fees; and

11. Such other relief as this Court deems just and proper.

Dated: February 1, 2016

Respectfully submitted,

/s/ KJG2445

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Attorneys for Plaintiffs and the Class

EXHIBIT A

2/25/2015

Angie's List Membership Agreement: AngiesList.com agreement

ANGIE'S LIST MEMBERSHIP AGREEMENT**Last updated on May 9, 2014**

Angie's List, Inc. ("Angie's List") provides reviews and ratings on a variety of service contractors and healthcare providers (collectively, "Service Providers") to allow you, the user ("You"), the opportunity to read about the experiences other users have had with these Service Providers and to provide Your own reviews and ratings on the Service Providers You use. Angie's List also operates certain products including, without limitation, Angie's SnapFix, the Angie's Big Deal, the Angie's List Storefront, Concierge services, Band of Neighbors, AngieCash, and Angie's List Buy It Here, whereby Angie's List facilitates the offer, sale and marketing of certain promotions, discounts, coupons, vouchers, or deals. All products and services described in this Section, as well as any other products and services offered by Angie's List at any time shall be defined herein as "Service" or "Services." In order to use the Service, You must read and accept all of the terms and conditions in, and linked to, this Membership Agreement (this "Agreement"). This Agreement may be modified by Angie's List from time to time at our sole discretion, and You will receive notice if modifications to the Agreement are made. We strongly recommend that, as You read this Agreement, You also access and read the linked information. By accepting this Agreement, You also agree that Your use of some Angie's List-branded websites or other websites we operate may be governed by separate terms and conditions, agreements and privacy policies. BY ACCEPTING THE TERMS OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ALL OF THE TERMS, CONDITIONS AND NOTICES CONTAINED IN THIS AGREEMENT JUST AS IF YOU HAD SIGNED THIS AGREEMENT.

1. ANGIE'S LIST SERVICE

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Angie's List provides reviews and ratings on a variety of Service Providers based upon the actual first-hand experiences other users have had with these Service Providers and also provides You with the opportunity to provide Your own reviews and ratings on the Service Providers You use.

Angie's List has offered three types of subscriptions in the past: Angie's List Home, Angie's List Health and Angie's List Classic Car. Angie's List will continue to offer these subscriptions to grandfathered members who are renewing and: (1) affirmatively choose to keep their existing subscription; or (2) who do not take action to select a new plan (as defined below).

Members joining and renewing in certain markets on or after January 1, 2014, will be able to select one of the following plans ("Plans"):

(1) Basic Plan (monthly or annual)

- Angie's List Home in one market;
- Online customer care; and
- Your market's print magazine, where available.

(2) Plus Plan (annual only)

- Angie's List Home, Angie's List Health, and Angie's List Classic Car in all available markets nationwide;
- Online and call center customer care;
- Print magazine in the market You identify as Your primary address, where available; and
- Redeemable Benefit: An annual rebate for an e-commerce purchase (to be used toward a Big Deal, Storefront Offer, SnapFix purchase, or other qualifying transaction) or AngieCash, in an amount determined by Angie's List.

(3) Premium Plan (annual only)

- Angie's List Home, Angie's List Health, and Angie's List Classic Car subscriptions in all available markets nationwide;
- Print and digital magazine in the market You identify as Your primary address, where available;
- Access to Angie's List's Complaint Resolution Process;
- Online and priority call center customer care; and
- Redeemable Benefit: An annual rebate for an e-commerce purchase (to be used toward a Big Deal, Storefront Offer, SnapFix purchase, or other qualifying transaction) or AngieCash, in an amount determined by Angie's List.

MEMBERSHIP BENEFITS

The benefits of Basic, Plus, and Premium Plans are available only while Your subscription is active and Your Angie's List account is in good standing. The Redeemable Benefits of Plus and Premium Plans are redeemable only one time annually per household. For the sake of clarity, if You cancel, then renew, Your

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Plan within a one-year period, such Plus and Premium Redeemable Benefits will not be redeemable until the following one-year period. Additionally, if You cancel Your subscription before redeeming the Redeemable Benefits, those benefits will expire and no longer be available to You.

Rebates must be redeemed in one transaction. Rebates may not be split among separate transactions and may not be redeemed for cash. Rebates will expire at the end of Your annual subscription and cannot be rolled into the following year, even if Your subscription is renewed.

If You have an existing subscription that is not a Basic, Plus, or Premium Plan and choose to renew that subscription (or do not actively select a Basic, Plus, or Premium Plan), Your subscription will maintain the same services that are currently provided.

Angie's List reserves the right to modify the Plans at any time and in its sole discretion. The details of your selected Plan, including the price and the various benefits offered therein, might be different than those details applicable to another new or existing member who purchased the same Plan in the same market. You may check Your account online or call an Angie's List call center representative if You have any questions.

2. REGISTRATION INFORMATION

As a condition of Your use of the Service, You agree to: (a) provide Angie's List with true, accurate, current and complete information as prompted by the Angie's List's registration forms, when registering for or using the Service; and (b) update and maintain the truthfulness, accuracy and completeness of such information.

3. MINIMUM AGE

You must be 18 years of age or older to use or register for Services.

4. USE VOID WHERE PROHIBITED

Membership in the Service is void where prohibited.

5. PRIVACY POLICY

Angie's List has established a privacy policy to explain to You, and other users, how Your personal information is collected and used. This privacy policy is located at <http://www.angieslist.com/privacypolicy.htm>.

6. SERVICE FEES AND BILLING METHODS; AUTOMATIC RENEWAL

Angie's List will charge You a membership fee in order to provide the Service. Your membership fee is the amount You were charged for Your subscription or Plan, not including any promotions or discounts that may have been applied (the "Membership Fee"). For this or other reasons, the Membership Fee might be different than the amount paid by another new or existing member who purchased the same services in the same market. You may check Your account online or call an Angie's List call center

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representative if You have any questions. You acknowledge that Angie's List reserves the right, at any time, to modify its Membership Fees and billing methods. Membership Fees for access to the Service may be made either on a monthly or annual basis (except Plus and Premium Plans, which are annual only). Annual Membership Fees may be paid in advance by cash, check, credit card, debit card or PayPal. Monthly Membership Fees and Additional List Fees may only be paid in advance by credit card, debit card or PayPal. **ALL MEMBERSHIP SUBSCRIPTIONS WILL BE AUTOMATICALLY RENEWED UPON THE TERMS SET FORTH BELOW, UNLESS SUCH MEMBERSHIP SUBSCRIPTION IS CANCELLED OR TERMINATED AS PROVIDED BELOW OR UNLESS YOU OPT OUT OF THE AUTOMATIC RENEWAL FEATURE AS PROVIDED BELOW.**

Monthly Payment Subscriptions:

IF YOU CURRENTLY HAVE OR SELECT A MONTHLY PAYMENT SUBSCRIPTION (E.G., A MONTHLY BASIC PLAN OR EXISTING GRANDFATHERED MONTHLY SUBSCRIPTION), EACH MONTH ANGIE'S LIST WILL AUTOMATICALLY RENEW YOUR MEMBERSHIP ON A MONTH-TO-MONTH BASIS AT THE MEMBERSHIP FEE (AS SUCH MEMBERSHIP FEE MAY BE MODIFIED AS PROVIDED ABOVE) USING THE CREDIT CARD, DEBIT CARD OR OTHER PAYMENT

INFORMATION ON FILE WITH ANGIE'S LIST. Each monthly renewal payment will take place on or about Your expiration date. If the renewal of Your monthly membership fails for any reason, we will attempt to process Your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angie's List). Except as otherwise required by applicable law, You agree that Angie's List will not provide You with any notices prior to each monthly renewal payment.

Annual Payment Subscriptions:

IF YOU SELECT AN ANNUAL PAYMENT SUBSCRIPTION (E.G., AN ANNUAL BASIC, PLUS, OR PREMIUM PLAN OR EXISTING GRANDFATHERED ANNUAL SUBSCRIPTION), ANGIE'S LIST WILL AUTOMATICALLY RENEW YOUR ANNUAL MEMBERSHIP FOR ONE YEAR AT THE MEMBERSHIP FEE FOR ANNUAL MEMBERSHIPS (AS SUCH MEMBERSHIP FEE MAY BE MODIFIED AS PROVIDED ABOVE) USING THE CREDIT CARD, DEBIT CARD OR OTHER PAYMENT

INFORMATION ON FILE WITH ANGIE'S LIST. Such annual renewal payment will take place on or about Your expiration date. If the renewal of Your annual membership fails for any reason, we will attempt to process Your renewal for a period up to one hundred eighty (180) days in accordance with our standard renewal practices then in effect (which may be modified from time to time by Angie's List). Except as otherwise required by applicable law, You agree that Angie's List will not provide You with any notices prior to each annual renewal payment.

Additional List Subscription:

If You purchased a subscription other than a Basic, Plus, or Premium Plan, the initial subscription selected by You is considered Your "primary" subscription. You formerly had to option to purchase access

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to additional subscriptions through Your membership by using the Additional List feature located on the Website.

Membership Renewals:

If You received a free offer to access all subscriptions in the Service, Angie's List Health, or Angie's List Classic Car, Angie's List will renew Your membership at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List. All existing memberships will be renewed at the Membership Fee (as such Membership Fee may be modified as provided above) and will include access to all purchased subscriptions unless You otherwise elect to cancel access to a particular subscription in accordance with the provisions set forth below.

If You received a free offer for Your Additional List subscription, Angie's List will provide You notice via email prior to renewing the Additional List at the Membership Fee (as such Membership Fee may be modified as provided above) using the credit card, debit card or other payment information on file with Angie's List.

Upgrading and Downgrading Plans:

If You upgrade Your Plan during the term (e.g., from Plus to Premium), You will be purchasing an additional annual subscription. At the time of the upgrade, Your first subscription shall be upgraded to the new Plan, and You agree to pay for the new Plan at that time. Your second subscription shall begin at the expiration of the first subscription. For the sake of clarity, the fee will be the amount of the new Plan at the time You requested the upgrade.

If You downgrade Your Plan during the term (e.g., from Premium to Plus), You shall receive a refund of the difference between Your current Plan and the new Plan. This applies only to downgrades, not to cancellations.

CANCELING YOUR SUBSCRIPTION:

If you decide to cancel Your subscription, in order to avoid renewal, Your cancellation request must be received by no later than 5:00 p.m. Eastern Time on the business day prior to Your scheduled renewal payment date. You may cancel Your subscription by contacting Angie's List by first class certified mail at 1030 E. Washington Street, Indianapolis, IN 46202; by telephone at (866) 623-6088; or by email at memberservices@angieslist.com.

Angie's List Magazine Subscription Fee:

Monthly and annual memberships include a subscription to the Angie's List monthly magazine, where applicable. A portion of Your Membership Fee (\$6.50 per year, prorated for monthly memberships) will be applied towards Your subscription to the magazine. The magazine subscription fee is not deductible from Your Membership Fee.

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Authorization to Update Credit Card Account Information; Account Updater;

If the credit card or debit card provided by You to Angie's List has expired during an attempt to renew Membership Fees pursuant to this Section, You authorize Angie's List to revise the expiration date and proceed with billing using the same credit or debit card account. In addition, as a convenience to You, Angie's List contracts with a third-party service that refreshes expired or replaced credit card and debit card numbers with the numbers of any replacement cards so that Your paid Services do not lapse because the credit card or debit card information initially on file with Angie's List has expired or changed ("Account Updater"). By registering for the Service and receiving a membership, You consent to and authorize Angie's List's disclosure of Your credit or debit card information to Account Updater. You further consent to the third party's use of such information solely in connection with Account Updater. You also consent to Angie's List receipt and use of updated credit card or debit card account information from Your financial institution in connection with the provision of the Service as provided in this Agreement and the privacy policy.

7. INCENTIVES

Angie's List may, from time to time and in its sole discretion, offer certain products or services as incentives ("Incentives") to select one of the Membership Plans (e.g., a free Android tablet for members who select the Premium Plan). Angie's List is neither the seller nor manufacturer of the Incentives and disclaims any and all liability and warranties of any kind relating to the Incentives, the use of the Incentives, and the tax implications of receiving the Incentives. You agree that You shall not bring any action against Angie's List relating in any way to the Incentives. In the event that an Incentive is lost, does not operate properly, or is otherwise incorrect, unfit, or unusable in any way, You agree that Angie's List has no responsibility for replacing the Incentive.

8. ACCOUNT SECURITY

Angie's List will assign You a user ID and a password when You register. Your user ID and password may only be used by You and the members of Your household (meaning anyone who currently shares with You the address You registered with Angie's List). You are solely responsible for maintaining and protecting the confidentiality of Your user ID and password, and are fully responsible for all activities that occur under Your user ID and password.

9. LIMITED LICENSE TO WEBSITE AND MAGAZINE

By agreeing to the terms and conditions of this Agreement, Angie's List grants You a limited license to access and use the reviews and ratings offered by the Service for Your personal purchase decisions. You acknowledge and agree that You will not access, reproduce, duplicate, copy, sell, re-sell, visit or otherwise exploit for any commercial, educational, or any other non-personal purpose the reviews and ratings and any content, without the express written consent of Angie's List.

10. SUBMISSIONS OF REVIEWS

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In order for You to submit Your own reviews and ratings on the Website and in the Magazine, You acknowledge and agree that:

(A) all of Your reviews and ratings will either be based upon: (i) Your actual first-hand experiences with the Service Providers You are reviewing; or (ii) as provided under Section 14 (Service Providers) below, an individual and that individual's actual first-hand experience with a health care or wellness provider whereby You have the legal authority to disclose such health information and experience of such individual;

(B) all of Your reviews and ratings of the Service Providers that You are rating will be accurate, truthful and complete in all respects;

(C) You do not work for, own any interest in, or serve on the board of directors of, any of the Service Providers for which You submit reviews and ratings;

(D) You do not work for, own any interest in or serve on the board of directors of any competitors of the Service Providers for which You submit reviews and ratings;

(E) You are not in any way related (by blood, adoption, marriage, or domestic partnership, if the Service Provider is an individual) to any of the Service Providers for which You submit reviews or ratings; and

(F) Your name and review information will be made available to the Service Providers on which You review.

11. COMPLAINT RESOLUTION PROCESS

If You have a dispute with a Service Provider and an active, qualifying Plan, You may request Angie's List's assistance in communicating with that Service Provider about Your desired resolution (the "Complaint Resolution Process" or the "CRP").

You may request to participate in the CRP through our Website or by contacting a member care representative. You then will be requested to complete and return to Angie's List certain documentation relating to Your complaint. Shortly thereafter, a member of our Complaint Resolution Team will contact You to obtain additional information and understand Your desired resolution. The Complaint Resolution Team then will contact the Service Provider to explain Your complaint and desired resolution and to ask the Service Provider to respond in writing within a reasonable timeframe.

If the Service Provider agrees to Your desired resolution or supplies a counteroffer that You find acceptable, the case is considered resolved, Your review regarding the Service Provider will be removed, and You will have the opportunity to submit updated feedback about Your experience. If the Service Provider responds but does not resolve the matter as described above, Your feedback shall remain unchanged.

Your participation in the CRP is at Angie's List's sole discretion. We reserve the right to reject Your request to participate for any reason. By participating in the CRP, You consent to have Your complaint

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and a story about the circumstances relating to the CRP published in our monthly magazine and online publications. For complaints involving health care providers, we may ask You to sign a HIPAA (Health Insurance Portability and Accountability Act) waiver to allow the Service Provider to discuss the issue with us.

The CRP is not a legal forum and Angie's List does not, at any time, become a party to Your dispute with the Service Provider. Angie's List is neither a mediator nor an arbitrator and does not provide legal advice or assistance. If You believe legal services are necessary or would be helpful to resolve Your dispute with a Service Provider, Angie's List encourages You to consult with an attorney. Angie's List does not guarantee that Your participation in the CRP will result in a satisfactory outcome or Your desired resolution. You agree that, by offering the CRP, Angie's List does not waive any of its disclaimers or limitations of liability, including without limitation those set forth under Sections 14 (Service Providers), 24 (Warranty Disclaimer), and 25 (Limitation of Liability).

12. CONTENT LICENSE

Although Angie's List does not claim ownership of any of the reviews, ratings, communications, information, data, text or other materials You give us (collectively, the "Content"), by providing Content for the Website and the Magazine, You automatically grant, and You represent and warrant that You have the right to grant, to Angie's List an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and to authorize sublicenses (through multiple tiers) of the foregoing. In addition, by providing Angie's List with Content, You automatically grant us all rights necessary to prohibit the subsequent aggregation, display, copying, duplication, reproduction or exploitation of the Content on our Website or in the Magazine by any other party.

13. PUBLICATION AND DISTRIBUTION OF CONTENT

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

You further acknowledge that Angie's List has no obligation to screen, preview, monitor or approve any

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

14. SERVICE PROVIDERS

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

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

Angie's List may, in its sole discretion, have criminal and/or financial background checks conducted on certain Service Providers. By having such background checks conducted, Angie's LIST DOES NOT

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WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS SECTION, SECTION 24 (WARRANTY DISCLAIMER), OR SECTION 25 (LIMITATION OF LIABILITY).

15. HEALTH RELATED PROVIDERS

The contents of the Angie's List Website, such as text, graphics, images, information obtained from Angie's List's, and other material contained on the Angie's List Website ("Website Content") are for informational purposes only. The Website Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Always seek the advice of Your physician or other qualified health provider with any questions You may have regarding a medical condition. Never disregard professional medical advice or delay in seeking it because of something You have read on the Angie's List Website.

If You think You may have a medical emergency, call Your doctor or 911 immediately. Angie's List does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or other information that may be mentioned on the Website. Angie's List is not a health or wellness provider and cannot recommend or refer You to any health or wellness provider. Reliance on any information provided by Angie's List, Angie's List employees, others appearing on the Website at the invitation of Angie's List, or other visitors to the Website is solely at Your own risk.

The Website may contain health-related materials that are sexually explicit. If You find these materials offensive, You may not want to use our Website.

You should be aware that if You post any health-related information about Yourself or anyone else on this Website, You do so at Your own risk. If You post Website Content about services rendered to another individual, You represent that You have the legal authority to receive health information about that individual and related to the Website Content from that individual's health care providers and that You have the legal authority to further disclose such health information. If You post health-related information, You will be placing it into the public domain and it will not be protected by any federal or state laws that protect the privacy of health information. You also acknowledge that the health care or wellness provider about whom You submit Content may submit Service Provider Content that contain Your private or confidential health information in response to Content You submit. Angie's List is not liable for any such Service Provider Content. Please see Section 13 (Publication and Distribution of Content) above for more information about Angie's List's responsibilities related to Service Provider Content. Except as otherwise provided in this Agreement, neither Angie's List, nor any of its users, has any legal obligation to keep Your health information confidential if You post it to this Website and it may be used for purposes that are unintended by You or Angie's List.

16. YOUR CONDUCT

In connection with Your use of the Service, You represent and warrant that You:

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- (A) are above the age of eighteen (18);
- (B) will abide by the letter and spirit of the terms and conditions of this Agreement and all applicable local, state, national or international laws;
- (C) will not submit any reviews that may be considered by Angie's List to be unlawful, harassing, libelous, abusive, threatening, obscene, profane, hateful, offensive, harmful, vulgar, distasteful, defamatory, invasive of another person's privacy or proprietary rights, or racially, ethnically or otherwise objectionable;
- (D) will submit thorough and thoughtful reviews of the Service Providers You review (for example, submitting a review describing a service contractor as "He/She is great." without additional commentary is not a thorough and thoughtful review);
- (E) will not submit reviews that comment on other users or the reviews of other users;
- (F) will not impersonate, or attempt to impersonate, any other person, falsify contact information, misrepresent a relationship with any person or entity, including misrepresenting a relationship with Angie's List, or otherwise attempt to mislead others as to the identity of the sender or the origin of a review or rating;
- (G) will not submit reviews that are encrypted or that contain viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are intended to damage, interfere with, disrupt, impair, disable or otherwise overburden our Website;
- (H) will not access, download or copy any information contained on our Website through artificial means (including but not limited to spiders, hacking devices, computer programs, bots or other such means);
- (I) will not post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- (J) will not take any action that would undermine the review and rating process under the Service;
- (K) will not attempt to gain unauthorized access to the Service, other user accounts, or other computer systems or networks connected to the Service;
- (L) will not use the Service in any manner that infringes, misappropriates or violates any third party's rights, including, but not limited to, transmitting any material that may infringe, misappropriate or violate a third party's rights of publicity, contractual rights, fiduciary rights or intellectual property rights;
- (M) will not use the Service in any way that could interfere with the rights of Angie's List or the rights of other users of the Service;
- (N) have sufficient rights in and to all Content that You provide, transmit or otherwise convey to Angie's List in connection with the Service;
- (O) agree not to re-sell or assign Your rights or obligations under this Agreement;
- (P) will not reproduce, duplicate, copy, sell, re-sell or exploit any Content;

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(Q) will not access any Content for any commercial, educational or other purposes not related to Your personal purchasing decisions, the express written consent of Angie's List, which consent may be withheld by Angie's List in our discretion;

(R) grant us an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute the Content and to prepare derivative works of, or to incorporate such Content into other works, and to grant and to authorize sublicenses of the foregoing;

(S) agree not to create an account or use Angie's List services if Your account previously has been terminated by Angie's List or if You previously have been banned from using the services; and

(T) agree not to: (i) register for more than one account or register for an account on behalf of an individual other than yourself; (ii) impersonate any person or entity, including, but not limited to, Angie's List personnel, or falsely state or otherwise misrepresent Your affiliation with a person or entity; or (iii) advocate, encourage or assist any third party in doing any of the foregoing activities in this subsection.

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

17. DISCLOSURE OF INFORMATION

As Angie's List continues to develop its business, it might sell or buy other companies or assets or be acquired or have substantially all of its assets acquired by a third party. In such transactions, customer information generally is one of the transferred business assets. You hereby consent to the transfer of Your information as one of the transferred assets and to be used for any purpose allowed under this Agreement.

18. TERM AND TERMINATION

The initial term of this Agreement will be defined in Your membership Plan, and will continue for automatic subscription renewals thereafter until termination by either party in accordance with the terms of this Agreement.

Angie's List may, for any reason in its sole discretion, immediately terminate this Agreement, Your account and Your access to the Service. If Angie's List merely terminates Your account for its convenience and You are not in breach of this Agreement, Angie's List will refund Your membership fees

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on a pro rata basis from the date of such termination to the end of the then current term.

Termination of Your account will include removal of Your access to all offerings of the Service, deletion of Your password, deletion of all related information and files, may include the deletion of the Content associated with Your account (or any part thereof), and barring Your further use of the Service.

19. MODIFICATION OF TERMS AND CONDITIONS

Angie's List will have the right to modify and restate the terms and conditions of this Agreement, and such modification(s) will be effective immediately upon being posted on our Website (www.angieslist.com). You will receive notice if modifications to the Agreement are made. Angie's List will make note of the date of the last update to the Agreement on the first page of this Agreement. You are responsible for reviewing these terms and conditions regularly. Your continued use of the Service after such modifications will be deemed to be Your conclusive acceptance of all modifications to this Agreement. If You are dissatisfied as a result of such modification(s), Your only recourse is to immediately discontinue use of the Service.

20. MODIFICATION, LIMITATION AND DISCONTINUANCE OF SERVICE

Angie's List reserves the right at any time to limit access to, modify, change or discontinue the Service with or without notice to You and we shall not be liable to You for any such modification, suspension or discontinuance of the Service. You agree that Angie's List will not be liable to You or to any third party for any such limitation, modification, change, suspension or discontinuance of the Service. You agree that Angie's List may establish general practices, policies and limits, which may or may not be published, concerning the use of the Service, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which You may access the Service in a given period of time. You agree that Angie's List has no responsibility or liability for the deletion or failure to store any reviews, ratings and other communications maintained or transmitted by or through the Service. You agree that Angie's List has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

21. DELAYS

The Service may be subject to limitations, delays and other problems inherent in the use of the Internet and electronic communications. Angie's List is not responsible for any delays, failures or other damage resulting from such problems.

22. USER FEEDBACK

Angie's List appreciates hearing from You, as well as our other users, and welcomes Your comments regarding our Service. Please be advised, however, that our policy does not permit us to accept or consider creative ideas, suggestions, or materials other than those which we have specifically requested. Although we do value Your feedback on our Service, please be specific in Your comments regarding our services and do not submit creative ideas, suggestions or materials. If, despite our request, You send us

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creative suggestions, ideas, drawings, concepts or other information (collectively, the "Submissions"), such Submissions will be the property of Angie's List. In addition, none of the Submissions will be subject to any obligations of confidentiality and Angie's List will not be liable for any future use or disclosure of such Submissions.

23. COPYRIGHT MATERIALS

Aside from user-submitted Content and Service Provider Content, all other materials and other information on the Website and the Magazine, including, but not limited to, all text, graphics, logos, icons, images, audio clips, downloads, data compilations and software (collectively, the "Copyright Materials") are the exclusive property of Angie's List and/or its licensors and are protected by all United States and international copyright laws.

24. WARRANTY DISCLAIMER

You understand and agree that THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND THAT ANGIE'S LIST ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE TIMELINESS, DELETION OF CONTENT OR FAILURE BY THE SERVICE. ANGIE'S LIST EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR ANY WARRANTY THAT (A) THE SERVICE WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (D) ANY CONTENT OR INFORMATION YOU PROVIDE OR ANGIE'S LIST COLLECTS WILL NOT BE DISCLOSED OR (E) ANY ERRORS IN ANY SERVICE WILL BE CORRECTED. YOU AGREE THAT USE OF THE SERVICE AND THE WEBSITE IS AT YOUR OWN RISK. In some jurisdictions, disclaimers of implied warranties are not permitted. In such jurisdictions, some of the foregoing disclaimers may not apply to You as they relate to implied warranties.

25. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ANGIE'S LIST WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ANGIE'S LIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SERVICE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR INFORMATION OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SERVICE; (E) STATEMENTS OR CONDUCT OF ANY SERVICE PROVIDERS OR OTHER THIRD PARTY THROUGH THE SERVICE; (F) ANY OTHER MATTER RELATING TO THE SERVICE; (G) ANY BREACH OF THIS AGREEMENT BY ANGIE'S LIST OR THE FAILURE OF ANGIE'S LIST TO PROVIDE THE SERVICE

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UNDER THIS AGREEMENT OR (H) ANY OTHER DEALINGS OR INTERACTIONS YOU HAVE WITH ANY SERVICE PROVIDERS (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to You.

You understand and agree that Your unlimited access to the Content on the Website or in the Magazine represents a substantial portion of the value You receive from Your Angie's List's membership fee. THEREFORE, TO THE EXTENT ANGIE'S LIST IS FOUND LIABLE FOR ANYTHING RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICE, ANGIE'S LIST'S LIABILITY FOR DAMAGES WILL NOT EXCEED THE EQUIVALENT OF ONE (1) MONTH OF MEMBERSHIP FEES (IF MEMBERSHIP FEES ARE PAID ON AN OTHER THAN MONTHLY BASIS IT WILL BE THE PRORATED VALUE OF MEMBERSHIP FEES OVER A ONE (1) MONTH PERIOD).

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

26. INDEMNIFICATION

You agree to indemnify, defend and hold harmless Angie's List, its officers, managers, owners, employees, agents, designees, users, successors, assigns, service providers and suppliers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of this Agreement by You; (b) the inaccurate or untruthful Content or other information provided by You to Angie's List or that You submit, transmit or otherwise make available through the Service; or (c) any intentional or willful violation of any

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rights of another or harm You may have caused to another. Angie's List will have sole control of the defense of any such damage or claim.

27. BREACH OF AGREEMENT AND LIQUIDATED DAMAGES

You understand and agree that, because damages are often difficult to calculate, if it becomes necessary for Angie's List to pursue legal action to enforce the terms and conditions of this Agreement, You will be liable to pay us the following amounts as liquidated damages, which You accept as reasonable estimates of Angie's List's damages for the specified breaches of this Agreement:

(A) If You post Content in violation of this Agreement, You agree to promptly pay Angie's List One Thousand Dollars (\$1,000) for each item of Content posted in violation of this Agreement. We may (but shall not be required to) to issue You a warning before assessing damages.

(B) If You display, copy, duplicate, reproduce, sell, re-sell or exploit for any purpose any Content in violation of this Agreement, You agree to pay One Thousand Dollars (\$1,000) for each item of Content displayed, copied, duplicated, reproduced, sold, re-sold or exploited in violation of this Agreement

(C) If You use computer programming routines that are intended to aggregate records or reviews from the Service or otherwise damage, interfere with, disrupt, impair, disable or otherwise overburden our Website, You agree to pay One Hundred Dollars (\$100) for each review or record that is aggregated, disrupted, damaged or otherwise affected by You.

(d) Except as set forth in the foregoing subsections (a) through (c), inclusive, You agree to pay the actual damages suffered by Angie's List, including, but not limited to attorneys' fees and court costs, to the extent such actual damages can be reasonably calculated. Notwithstanding any other provision of this Agreement, we reserve the right to seek the remedy of specific performance of any term contained herein, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this Agreement, or any combination thereof.

28. NOTICE

You agree that Angie's List may communicate any notices to You under this Agreement, through electronic mail, regular mail or posting the notices on the Website. All notices to Angie's List will be provided by either sending: (i) an email to memberservices@angieslist.com; or (ii) a letter, first class certified mail, to Angie's List, 1030 East Washington, Indianapolis, Indiana 46202, Attn: Member Services. Such notices will be deemed delivered upon the earlier of the verification of delivery or two (2) business days after being sent.

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

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Angie's List, Inc.

1030 E. Washington St.

Indianapolis, IN 46202

Attn: Evan Hock

Email: copyrightagent@angieslist.com

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

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

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

29. ENTIRE AGREEMENT

This Agreement governs Your use of the Service and constitutes the entire agreement between You and Angie's List. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between You and Angie's List regarding the subject matter contained in this Agreement. Additional terms and conditions may exist between You and third parties, including but not limited to, Service Providers and others. You represent and warrant that those third party agreements do not interfere with Your obligations and duties to Angie's List under this Agreement.

30. GOVERNING LAW

This Agreement and the relationship between You and Angie's List will be governed by the laws of the

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State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where You may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Marion County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court, except that Angie's List may elect, in its sole discretion, to litigate the action in the county or state where any breach by You occurred or where You can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to Your use of the Service or this Agreement shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

31. PROVISIONS REMAINING IN EFFECT

In the event Your membership with Angie's List is terminated or lapses or You are no longer a user of Angie's List, certain provisions of this Agreement will continue to remain in effect, including, but not limited to, Sections 12, 14, 15, 17 and 23 through 31.

32. MISCELLANEOUS

This Agreement may not be re-sold or assigned by You. If You assign, or try to assign, this Agreement, such assignment or attempted assignment will be void and unenforceable. It will not be considered a waiver of Angie's List's rights if Angie's List fails to enforce any of the terms or conditions of this Agreement against You. In the event a court finds a provision in this Agreement to not be valid, You and Angie's List agree that such court should incorporate a similar provision that would be considered valid, with all other provisions remaining valid in the Agreement. No joint venture, partnership, employment or agency relationship exists between You and Angie's List as a result of this Agreement or use of the Service. You acknowledge and agree that each of the Released Parties shall be an intended third party beneficiary of this Agreement.

IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT USE THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

My Angie

[My Favorites](#)
[My Purchase History](#)
[My Search History](#)
[My Reviews](#)

My Account

[Manage My Account](#)
[Contact Preferences](#)
[Invite a Friend](#)
[Gift Memberships](#)

Member Resources

[Local Deals](#)
[Member Benefits](#)
[The Big Deal™ Website](#)
[All Categories](#)

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Connect with us 1 (888) 888–LIST

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CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☐ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P. DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☐ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____ DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.
- United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.