**Appointment on Demand Terms and Conditions**

This Website and the services of Appointment on Demand (the "Services") are offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the "Terms and Conditions"). Your use of this Website or submission of service requests via telephone constitutes your agreement to all such terms, conditions, and notices in effect at such time. These Terms and Conditions apply to any Services or properties referred to herein as "Appointment on Demand," on which a link to these Terms & Conditions appears. If you have any questions regarding these Terms & Conditions, you may contact us at www.Appintmentondemand.com. We may amend these Terms & Conditions at any time by posting a revised version of these Terms and Conditions. These Terms & Conditions were last updated on **July 20, 2018.**

# User section

1. **Appointment on demand uses**

Appointment on demand is a web/phone operation based service the preliminarily attempts to link consumers with background checked service professionals who can accommodate the consumers requests both in service and in appointment time availability.

Secondary to this service, appointment on demand does offer companies other backend office services such as customer service assistance, cold calling, virtual office staffing.

Appointment on demand also offers consumers a subscription based service to help with general tasks that could be completed via phone or internet.

1. **CLIENT SERVICES**  
   At Appointment on Demand we are committed to making your total experience a positive one. There are two different ways you can find service professionals, The first way is by submitting an email inquiry for a service request, the second way by calling in to book an appointment.
   1. **Phone Booking.** With booking an appointment by phone, our live agents will schedule an appointment based on your criteria requested with one of our network professionals. The agents duty will then be to ensure a trusted network professional will take the appointment based on your criteria requested. The client will not hear from the agent pertaining to this matter again unless there is some other change requested by the contractor regarding this appointment.
   2. **Email Booking.** You can choose to schedule appointments right on the [www.Appointmentondemand.com](http://www.Appointmentondemand.com) website. All requested prompts must be completed to book this appointment. It is important to know your appointment WILL NOT BE HONORED if the client does not pick up the phone for confirmation. To be clear, once requesting an appointment, the client must answer their phone to verify they want the appointment submitted online
   3. **Advertised pricing.** [www.Appointmentondemand.com](http://www.Appointmentondemand.com) receives ballpark pricing from our contractors so that our clients can get a general figure of what they can expect to pay for the service. IN NO WAY do we guarantee a fixed service rate. The pricing is determined totally by the contractor. If the client feels there is a error in pricing/quoting by the contractor, they can call using number listed on the website and ask to use our mediation service
   4. **No Guarantees or Endorsements.** Although we take certain steps to examine the credentials of the Service Professionals listed on our website or whom you may book using our Services, we make no guarantees, warranties or representations regarding the skills or undertakings of such Service Professional or the quality of the job that he or she may perform for you if you elect to retain their services. **Appointment on demand does not endorse or recommend the services of any particular Service Professional.** It is entirely up to you to evaluate the Service Professional and the Service Professional's qualifications, and to enter into a direct contract or otherwise reach agreement with a Service Professional. We do not guarantee or warrant any Service Professional's performance on the job or the outcome or quality of the services performed. The Service Professionals are not employees or agents of [www.Appointmentondemand.com](http://www.Appointmentondemand.com) , nor [www.Appointmentondemand.com](http://www.Appointmentondemand.com) an agent of the Service Professionals.
   5. **No Contracting via the** [www.Appointmentondemand.com](http://www.Appointmentondemand.com) **Website.** [Appointment on demand](http://www.Appointmentondemand.com) may inform you of certain offers or discounts provided by a Service Professional. Such offers or discounts are made solely by the Service Professional, and [Appointment on demand](http://www.Appointmentondemand.com) does not guarantee or warrant the pricing or discounts that a Service Professional may offer you. Any quotes provided by Service Professionals via the [Appointment on demand](http://www.Appointmentondemand.com) or apps, or which you find on the [Appointment on demand](http://www.Appointmentondemand.com) or apps, are not contractually binding offers, are for informational purposes only, and cannot be accepted on or via [Appointment on demand](http://www.Appointmentondemand.com). No contractual arrangement is created based upon the quotes provided to you from Service Professionals (or your scheduling of an appointment with a Service Professional) via [Appointment on demand](http://www.Appointmentondemand.com). To contract with a Service Professional, you must work directly with the Service Professional. [Appointment on demand](http://www.Appointmentondemand.com) does not perform, and is not responsible for, any of the Services requested by you in your service request. Your rights under contracts you enter into with Service Professionals are governed by the terms of such contracts and by applicable federal, state, provincial and local laws. [Appointment on demand](http://www.Appointmentondemand.com) is not a party to such agreements. All payments and applicable taxes must be made to the Service Professional in accordance with the agreements.
   6. **Release from Damages or Claims.** Should you have a dispute with respect to any services provided by a Service Professional or the fees charged by any Service Professional, you must address such dispute with the Service Professional directly. However, we may assist using or mediation service which attempts to remedy a dispute between a contractor and client. YOU HEREBY AGREE TO RELEASE [Appointment on demand](http://www.Appointmentondemand.com) (AND OUR OFFICERS, DIRECTORS, SHAREHOLDERS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, SUSPECTED AND UNSUSPECTED, KNOWN AND UNKNOWN, AND DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH SERVICE PROFESSIONALS.
2. **YOUR USE OF THE** [Appointment on demand](http://www.Appointmentondemand.com) **SERVICES AND PROHIBITED USES**  
   You acknowledge and agree that your use of [Appointment on demand](http://www.Appointmentondemand.com) is for your personal use and not for advertising or commercial purposes. You agree not to copy/collect [Appointment on demand](http://www.Appointmentondemand.com) content via robots, spiders, scripts, scrapers, crawlers, or any automated or manual equivalent (e.g., by hand). You may not use [Appointment on demand](http://www.Appointmentondemand.com) to recreate or compete with [Appointment on demand](http://www.Appointmentondemand.com), to solicit or harass Service Professionals, or for any other purpose not contemplated herein. You acknowledge that a violation of the foregoing could result in significant damages, and you agree that you are liable to [Appointment on demand](http://www.Appointmentondemand.com) for any such damages, and will indemnify [Appointment on demand](http://www.Appointmentondemand.com) in the event of any claims against [Appointment on demand](http://www.Appointmentondemand.com) based on or arising from your violation of the foregoing. We reserve the right to revoke your access to any [Appointment on demand](http://www.Appointmentondemand.com) Services, products or properties at any time. All information about Service Professionals is confidential and for your personal use only. If it is determined or suspected by [Appointment on demand](http://www.Appointmentondemand.com) in its sole discretion that you are misusing or attempting to misuse or circumvent the Appointment on demand services or system, or are using or attempting to use them for any inappropriate or non-personal purposes, including but not limited to activities such as hacking, scraping content, infiltrating, fraud, advertising, jamming or spamming, [Appointment on demand](http://www.Appointmentondemand.com) reserves the right, in its sole discretion, to immediately terminate your access without notice and to initiate without notice appropriate legal actions or proceedings to seek appropriate remedies and/or damages, including but not limited to lost revenue, repairs, legal fees, costs and expenses, and to seek injunctions or other equitable remedies.

**INFORMATION YOU PROVIDE TO US/TCPA CONSENT  
Upon using** [Appointment on demand](http://www.Appointmentondemand.com)**, you will be prompted to disclose certain information about yourself**and your service requirements, and you will be able to store information, such as home services records, on our website or apps. Some of this information will be sent to Service Professionals who will need this information to respond to your request. By providing this information to us, or by submitting a service request, you are requesting, and you expressly consent to being contacted by us and by our Service Professionals via phone, fax, email, mail, text (SMS) messaging, or other reasonable means, at any of your contact numbers or addresses, even if you are listed on any federal, state, provincial or other applicable "Do Not Call" list, in order that we may provide the Services set forth on our site, to service your account, to reasonably address matters pertaining to your account, including but not limited to notifying you of, or confirming, appointments that you have scheduled, or for other purposes reasonably related to your service request and our business, including marketing related emails. You also authorize Home [Appointment on demand](http://www.Appointmentondemand.com) to send you an automated prerecorded call confirming your service request, along with calls from up to four service professionals that can help you with your request to the land-line or mobile phone number you provided, and you understand that either [Appointment on demand](http://www.Appointmentondemand.com) or the Service Professionals may use automated phone technology (including autodialed and prerecorded messages) to call you and that your consent is not required to purchase products or services. For complete details on our use of your information, please see our [privacy statement](https://www.homeadvisor.com/rfs/aboutus/privacyPolicy.jsp). You agree that by completing a service request, you are entering into a business relationship with [Appointment on demand](http://www.Appointmentondemand.com) and/or a Service Professional and thus agree to be contacted by [Appointment on demand](http://www.Appointmentondemand.com) and/or a Service Professional. You promise that all information you provide (including but not limited to your contact information, and any Ratings and Reviews of Service Professionals that you provide) will be accurate, current and truthful to the best of your knowledge. If you provide any information that is untrue, not current or incomplete, or [Appointment on demand](http://www.Appointmentondemand.com) has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, [Appointment on demand](http://www.Appointmentondemand.com) has the right to refuse any current or future use of the [Appointment on demand](http://www.Appointmentondemand.com) Services (or any portion thereof) by you. You are responsible for any use of the [Appointment on demand](http://www.Appointmentondemand.com) Services by persons to whom you intentionally or negligently allow access to your password.  
  
TO KNOWINGLY INPUT FALSE INFORMATION, INCLUDING BUT NOT LIMITED TO NAME, PHONE NUMBER, ADDRESS OR E-MAIL ADDRESS IS A VERY SERIOUS AND FRAUDULENT MATTER THAT COULD RESULT IN SIGNIFICANT COSTS AND DAMAGES INCLUDING INVASION OF PRIVACY RIGHTS, TO Appointment on demand AND THE SERVICE PROFESSIONALS, AND TO CONSUMERS, AS WELL AS THE LOSS OF TIME, EFFORT AND EXPENSE RESPONDING TO AND PURSUING SUCH FALSE INFORMATION AND REQUEST, AND FURTHER, COULD RESULT IN REGULATORY FINES AND PENALTIES. ACCORDINGLY, IF YOU KNOWINGLY INPUT FALSE INFORMATION IN A SERVICE REQUEST, INCLUDING BUT NOT LIMITED TO SOME ONE ELSE'S NAME, E-MAIL ADDRESS, PHYSICAL ADDRESS OR PHONE NUMBER OR A RANDOM OR MADE UP NAME, ADDRESS, E-MAIL OR PHONE NUMBER YOU AGREE TO FULLY INDEMNIFY AND BE LIABLE TO Appointment on demand AND EACH SERVICE PROVIDER WHO ACCEPTS SUCH SERVICE REQUESTS, FOR THE GREATER OF: (1) A MINIMUM AMOUNT OF $11,000 TO EACH OF Appointment on demand AND EACH OF THE AFFECTED SERVICE PROFESSIONALS AND FOR EACH OF THE ACTUAL PERSON(S) AFFECTED BY ANY OF THE IMPROPER, INCORRECT OR FRAUDULENT INFORMATION YOU ENTER (FOR EXAMPLE THE ACTUAL OWNER OF THE E-MAIL ADDRESS OR PHONE NUMBER, ETC.), PER IMPROPER SUBMISSION, PLUS ANY ATTORNEYS FEES COSTS AND EXPENSE RELATING THERETO, IF APPLICABLE, OR (2) THE ACTUAL DAMAGES, DIRECT, PUNITIVE AND CONSEQUENTIAL, AND ANY REGULATORY OR JUDICIAL FINES OR PENALTIES THAT MAY ARISE FROM SUCH INTENTIONAL, MISLEADING, HARMFUL AND FRAUDULENT ACTIVITY, PLUS REASONABLE LEGAL FEES, COST AND EXPENSES RELATING THERETO, WHICH EVER IS GREATER.

1. **PLATFORM MESSAGING**  
   By submitting a service request, you agree that Appointment on demand and the Service Professionals may send you informational text (SMS) messages as part of the normal business practice of [Appointment on demand](http://www.Appointmentondemand.com) . These text (SMS) messages shall not be used for marketing purposes. You may choose to opt-out of receiving text (SMS) messages from [Appointment on demand](http://www.Appointmentondemand.com) at any time by texting the word STOP to the issuing phone number from the mobile device that is receiving the messages. You acknowledge that by opting out of receiving text (SMS) messages from [Appointment on demand](http://www.Appointmentondemand.com) and the Service Professionals, your use of [Appointment on demand](http://www.Appointmentondemand.com) Services may be impacted. [Appointment on demand](http://www.Appointmentondemand.com) and its affiliates may view, store, access and disclose messages exchanged between you and consumers transmitted via Appointment on demand's messaging platform.
2. **Mediation Center**  
   While we cannot guarantee the work performed by a listed Service Professional, and while we have no obligation to you with regard to your relationship with a Service Professional, the [Appointment on demand](http://www.Appointmentondemand.com) mediation process has been developed to try and assist you in resolving any disputes that may arise in the course of a home improvement repair or maintenance project with a Service Professional who you learned about through the [Appointment on demand](http://www.Appointmentondemand.com) Services. Without modifying our statements under this Agreement, we may, upon your request, provide limited assistance in resolving disputes between you and a Service Professional. You must participate and use good faith efforts to resolve problems through the [Appointment on demand](http://www.Appointmentondemand.com) resolution process. Such limited assistance in no way nullifies the release and indemnification described in these Terms & Conditions. You agree not to refuse to pay a Service Professional without a good faith basis for doing so. You agree that [Appointment on demand](http://www.Appointmentondemand.com) is not responsible for the accessibility or unavailability of any Service Professional or for your interactions and dealings with a Service Professional.
3. **CALL RECORDING**  
   You acknowledge and agree that [Appointment on demand](http://www.Appointmentondemand.com) may monitor and/or record any telephone calls between you and [Appointment on demand](http://www.Appointmentondemand.com).
4. **USER GENERATED CONTENT**  
   You agree that all of the content and information posted by you or your agents or designees on [Appointment on demand](http://www.Appointmentondemand.com), including but not limited to:
   1. Photographs or Images,
   2. Comments, Questions and/or Answers,
   3. Any other content  
      (known collectively as "Content") is the sole and exclusive property of Appointment on demand, and that you have no right to reproduce, post, publish, or otherwise use such information other than for your personal use relating to your service request.
   4. **Our Right to Use Your Content.**You acknowledge and agree that any Content you post or provide may be viewed by the general public and will not be treated as private, proprietary or confidential. You authorize us and our affiliates, licensees and sub-licensees, without compensation to you or others, to copy, adapt, create derivative works of, reproduce, incorporate, distribute, publicly display or otherwise use or exploit such Content throughout the world in any format or media (whether now known or hereafter created) for the duration of any copyright or other rights in such Content, and such permission shall be perpetual and may not be revoked for any reason. Further, to the extent permitted under applicable law, you waive and release and covenant not to assert any moral rights that you may have in any Content posted or provided by you.
   5. **Grant of License.** You hereby grant [Appointment on demand](http://www.Appointmentondemand.com) and its users a perpetual, non-exclusive, royalty-free, transferable, assignable, sub-licensable, worldwide license to use, store, display, reproduce, modify, create derivative works, perform, distribute, print, publish, disseminate and place advertising near and adjacent to your Content in any format or media (whether now know or hereafter created) on the [Appointment on demand](http://www.Appointmentondemand.com) and apps in any manner that we deem appropriate or necessary, including, if submitted, your name, voice and likeness throughout the world, and such permission shall be perpetual and cannot be revoked for any reason.
   6. **Representation of Ownership and Right to Use Content.** By posting or providing any Content to [Appointment on demand](http://www.Appointmentondemand.com), you represent and warrant to [Appointment on demand](http://www.Appointmentondemand.com)that you own or have all necessary rights to use the Content, and grant to [Appointment on demand](http://www.Appointmentondemand.com) the rights granted below. The forgoing representation includes, but is not limited to a representation and warranty that you own or have the necessary rights (including any necessary releases) to grant all rights granted below in relation to any persons, places or intellectual property pictured in any photographic Content that you provide. In addition, if you post or otherwise provide any Content that is protected by copyright, you represent that you have obtained any necessary permissions or releases from the applicable copyright owner.
   7. **Content Guidelines.** [Appointment on demand](http://www.Appointmentondemand.com) reserves the right, but not the obligation, to edit or abridge, or to refuse to post, or to remove any content that you or any other users post on any [Appointment on demand](http://www.Appointmentondemand.com) owned or operated websites or apps if [Appointment on demand](http://www.Appointmentondemand.com) determines (in its sole discretion) that such content contains or features any of the following:
      1. Offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.)
      2. References to illegal activity.
      3. Language that violates the standards of good taste or the standards of this Site.
      4. Statements that are or appear to be false.
      5. Comments that disparage [Appointment on demand](http://www.Appointmentondemand.com).
      6. With respect to Ratings and Reviews of service professionals, all of the above and in addition the following:
         1. Reviews that do not address the goods and services of the business or reviews with no qualitative value (e.g., "work has not started yet").
         2. Comments concerning a different Service Professional.
         3. Information not related to work requested in the service request.
         4. If a dispute arises between a consumer and professional, the rating submitted may be held in pending status until resolution is reached. You represent and warrant that any Rating and Review provided by you is accurate and truthful, and that your will only provide a Rating and Review for a service professional that has performed services for you pursuant to your applicable service request.
         5. Your rating will be a based on a 1-5 scale, and the average number based on amount of ratings provided by consumers

# Contractors

1. **CONTRACTOR INTRODUCTION TO APPOINTMENT ON DEMAND**  
   Upon registration, you will be expected to complete a contractor questionnaire, send in applicable documents referred to in contractor requirement list, undergo a background check and fill out credit card authorization form.
   * + - 1. Contractor questionnaire is a series of questions pertaining to the services the contractor provides and is interested in performing, as well as applicable questions pertaining to the specific details into the type of appointments the contractor is interested in receiving from [www.appointmentondemand.com](http://www.appointmentondemand.com). This information is relevant in order to provide the right type of appointments and the corresponding volume and location the contractor desires. For details, call the number listed on our website and request a contractor questionnaire
         2. Contractor requirement list is a series of documents and tasks needed in order to become a member of the [www.Appointmentondemand.com](http://www.Appointmentondemand.com) network of contractors.

-General liability insurance

To prove proper coverage for services you provide

-Applicable local licensing for your trade

Explained in detail below

-credit card authorization form

Permits [www.Appointmentondemand.com](http://www.Appointmentondemand.com) to charge client card once contractor agrees to accept appointment either verbally, through email or text message. Pricing for leads will be sent to contractor upon request of pricing sheet. The amounts agreed for processing will be listed on credit card authorization form. Pricing per lead is subject to change and may require renegotiation as time goes on

-Proof of background check completed on chekr link on [www.Appointmentondemand.com](http://www.Appointmentondemand.com). You may not go to Chekr directly, the background check must be done through [www.Appointmentondemand.com](http://www.Appointmentondemand.com).

There is a $35 fee in order to process this background, the chekr platform can be found on our website in order to processs

-W9

-Ballpark Price sheet

This is in order to give clients looking to set an appointment a ballpark figure as to what they can expect to pay the contractor, at times we may advertise these prices in order to entice clients to utilize our services

-Completed Contractor Questionaire (as discussed above)

-Signed contractor disclaimer form

1. **Permission to list Contractor information on third party platforms, utilizes contractors information for purposes of attracting more business**

Appointment on demand’s primary objective is to produce as many leads as possible for its network of professionals. In order to do so, in some instances we may advertise the contractors information on various advertising platforms, vendor lists from property management firms, and more. In one instance, prorefferal.com hosted by home depot asks for the contractors credit card used at their stores, these cards produce points which then in turn produce leads; with contractor consent we will activate this service. Other services not requiring payment information, we reserve the right to with hold source from contractor in order to keep proprietary marketing strategies internalized.

1. **SERVICE PROFESSIONAL PRE SCREENING PROCEDURES AND DISCLAIMERS**  
   Unless otherwise noted on the Chekr tab, [Appointmentondemand](http://www.Appointmentondemand.com).com uses the following criteria as part of its registration enrollment process ("registration") for new Service Professional businesses, with the exception of Corporate Accounts (as described below) and service professionals providing services in Canada (neither of which are screened) applying for membership in our network. We perform the below screening at the time of the Service Professional business' enrollment, and every two years thereafter:
   1. **Licensing -** We confirm that a prospective new SP business has any applicable required state-level trade licensing for the services for which we match them to consumers. Certain states may require state-level licensing for projects above specified dollar amounts. We recommend you confirm these licensing requirements with the business and the applicable state and local licensing authorities. In some states, licensing may be required by the county or local authority in which the work is being performed. We recommend you confirm these licensing requirements before proceeding with your project. Larger projects often require the use of sub-contractors for specific types of work (for example, a kitchen remodel may require an electrician or plumber). We recommend you verify that all the sub-contractors doing work on your project carry the appropriate licensing. Given the unique nature of California licensing, [Appointment on demand](http://www.Appointmentondemand.com) relies on representations of service professionals that are using a California General building contracting license to cover home improvement tasks that such service professionals are performing more than one task as defined and required by California licensing rules. We always recommend that you ask the business to provide you with a copy of their license.
   2. **State Business Filings -**For service professionals that are corporations or limited liability companies, we confirm that the business is registered in the state in which it is located.
   3. **Criminal Records Search -** We use third party data sources to conduct a criminal search, in the state in which the owner/principal of the company is located, for any relevant criminal activity associated with the owner/principal of the business, within the three years prior to such service professional's application for membership in the [Appointment on demand](http://www.Appointmentondemand.com) network and every two years thereafter. [Appointment on demand](http://www.Appointmentondemand.com)’s third-party vendor uses a national criminal database ("NCD") to screen our service professionals. The comprehensiveness of the NCD varies by state. Please be aware that the reporting in the NCD is particularly limited in the following states: AL, CO, DE, GA, ID, KS, LA, ME, MA, MI, MS, MT, NE, NV, NH, NM, SD, UT, VA, VT, and WY.
   4. **Sex Offender Search -** We check the websites that consolidate state sex offender information in the state in which the owner/principal of the company is located to confirm that there is not a match based solely on the name of the owner/principal of the company. We do not run sex offender searches in any other states. Please note that only a fingerprint match can guarantee an accurate match for a sex offender search. We recommend that you check the applicable state sex offender websites for any individuals that will be performing work in your home.
   5. **Identity Verification (Social Security Number) -** [Appointment on demand](http://www.Appointmentondemand.com) verifies the social security number of the business owner/principal to confirm their identity. (This applies primarily to small businesses.)
   6. **Legal Search for Civil Judgments -** We use third party data sources to check, within the 12 months prior to the service professional's application for membership in the Appointment on demand network, for significant state-level civil legal judgments or liens entered against the owner/principal by business customers and for bankruptcy filings by or against the owner/principal, in the state in which the owner/principal of the company is located.  
        
      **WE PERFORM THE ABOVE SCREENING BASED UPON INFORMATION PROVIDED TO US BY THE SERVICE PROFESSIONAL (E.G. NAME OF OWNER, BIRTHDATE, SOCIAL SECURITY NUMBER)**  
      NOTE: [Appointment on demand](http://www.Appointmentondemand.com) PERFORMS SCREENING SOLELY AT THE TIME THE SERVICE PROFESSIONAL APPLIES FOR MEMBERSHIP IN THE [Appointment on demand](http://www.Appointmentondemand.com) NETWORK, AND EVERY TWO YEARS THEREAFTER, AND THEREFORE A SERVICE PROFESSIONAL'S INFORMATION MAY CHANGE OR EXPIRE OVER TIME, AND BETWEEN SCREENINGS. THUS, [Appointment on demand](http://www.Appointmentondemand.com) CANNOT AND DOES NOT WARRANT OR REPRESENT THAT PROFILE AND SCREENING INFORMATION IS UP TO DATE. [Appointment on demand](http://www.Appointmentondemand.com) IS UNDER NO OBLIGATION TO UPDATE A SERVICE PROFESSIONAL'S SCREENING INFORMATION. WE RECOMMEND THAT BEFORE WORKING WITH A SERVICE PROFESSIONAL YOU VERIFY THAT INFORMATION PRESENTED IN THE SERVICE PROFESSIONAL'S PROFILE IS STILL ACCURATE, CURRENT AND ACCEPTABLE TO YOU.  
        
      **Corporate Accounts:** Some Service Professionals are employees, franchisees, dealers, or independent contractors ("Corporate SP's") of larger national or corporate accounts ("Corporate Accounts"). In such event, you may be matched with the Corporate Account entity or with one of their Corporate SP's. **The above screening criteria is not applicable to Corporate Accounts, and therefore,** [Appointment on demand](http://www.Appointmentondemand.com) **does not screen the Corporate Accounts or Corporate SP's.**Service Professionals Profiles: [Appointment on demand](http://www.Appointmentondemand.com) allows Service Professionals to post profiles about themselves and their business on the Appointment on demand or apps. [Appointment on demand](http://www.Appointmentondemand.com) does not review or verify the information or representations set forth in those profiles, except as expressly set forth above, as they are self-reported by the Service Professional. [Appointment on demand](http://www.Appointmentondemand.com) therefore makes no representations or warranties regarding any information posted by a Service Professional, and assumes no liability for such information.  
        
      The above procedures may change from time to time at the sole discretion of [Appointment on demand](http://www.Appointmentondemand.com). [Appointment on demand](http://www.Appointmentondemand.com) believes that it uses commercially reasonable methods to check these matters but does not make any representations or warranties that members continue to meet the above screening criteria after the date of their enrollment in the [Appointment on demand](http://www.Appointmentondemand.com) network. Appointment on demand does not represent or warrant that the information received from state, provincial or other government agencies or from third party sources is accurate, error free, or that it is up to date or updated at the time that [Appointment on demand](http://www.Appointmentondemand.com) checks such information. Most agencies have periodic update cycles or schedules and this information is not updated on a real-time basis by such agencies and third party sources.  
        
      **DISCLAIMER:** [Appointment on demand](http://www.Appointmentondemand.com) **EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED RELATING TO THE SCREENING PROCESS, CRITERIA, PROCEDURES, OR INFORMATION OBTAINED OR PRESENTED IN THE SCREENING PROCESS OR DISCLOSURES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, OR THAT THE SCREENING OR VERIFICATION PROCEDURES OR STANDARDS ARE SUFFICIENT OR THAT THE INFORMATION RECEIVED IN THESE SCREENING OR VERIFICATION PROCEDURES IS ACCURATE, TIMELY OR ERROR FREE.**
2. **RATINGS & REVIEWS ARE NOT ENDORSED BY** [Appointmentondemand](http://www.Appointmentondemand.com)**.COM**  
   All Ratings and Reviews of a Service Professional displayed to you reflect the opinions of other consumers, and do not reflect or represent the opinions or representations of [Appointment on demand](http://www.Appointmentondemand.com). [Appointment on demand](http://www.Appointmentondemand.com) disclaims any and all representations or warranties with regard to the Ratings and Reviews. [Appointment on demand](http://www.Appointmentondemand.com) **does not assume responsibility or liability** for any Review or for any claims, damages, or losses resulting from any use of the Site or the materials contained therein.
3. **ARTICLES AND OTHER CONTENT**  
   [Appointment on demand](http://www.Appointmentondemand.com) provides certain content relating to home improvement, repair, maintenance ("Articles"), on the Appointment on demand or apps, and via mobile applications owned and operated by [Appointment on demand](http://www.Appointmentondemand.com). Such Articles are provided "As-Is", without any warranties or representations, and you assume all liability and responsibility for your use of such Articles. You understand and agree that the Articles do not provide advice, and that such Articles are no substitute for the advice of a professional.
4. **LINKS TO THIRD PARTY SITES**  
   The links in the Appointment on demand or apps will let you leave Appointment on demand's Web site. The linked sites are not under the control of Appointment on demand and Appointment on demand is not responsible for the contents or functionality of any linked site or any link contained in a linked site, or any changes or updates to such sites. Your use of such third party linked sites is governed by the terms and conditions, and privacy policies, of such linked sites. Appointment on demand is not responsible for webcasting or any other form of transmission received from any linked site. Appointment on demand is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Appointment on demand of the site.
5. **NOTICE SPECIFIC TO DOCUMENTS AND INFORMATION AVAILABLE ON THIS WEBSITE.**  
   Permission to use documents (such as press releases, datasheets, content, informational items and FAQs) from the Appointment on demand server ("Server") is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such documents from the Web site is for your informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Educational institutions (specifically K-12, universities and state community colleges) may download and reproduce the Documents for distribution in the classroom. Distribution outside the classroom requires express written permission of Appointment on demand. Use for any other purpose is expressly prohibited by law, and may result in severe civil and criminal penalties. Violators will be prosecuted to the maximum extent possible. Documents specified above do not include the design or layout of the Appointment on demand or apps or any other Appointment on demand owned, operated, licensed or controlled site. Elements of the Appointment on demand or apps are protected by trade dress, trademark, unfair competition, and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Appointment on demand web Site may be copied or retransmitted unless expressly permitted by Appointment on demand. You may not use any deep-link, page-scrape, spider, robot, crawl, index, Internet agent or other automatic device, program, algorithm or technology which does the same things, to use, access, copy, acquire information, generate impressions, input information, store information, search, generate searches or monitor any portion of this website. APPOINTMENT ON DEMAND AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THIS SERVER FOR ANY PURPOSE. ALL SUCH DOCUMENTS AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. APPOINTMENT ON DEMAND AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. THE DOCUMENTS AND RELATED GRAPHICS PUBLISHED ON THE APPOINTMENT ON DEMAND WEB SITE COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. APPOINTMENT ON DEMAND AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.
6. **INDEMNIFICATION**  
   YOU AGREE TO INDEMNIFY APPOINTMENT ON DEMAND, AND ITS SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, CO-BRANDERS, AND ANY PARTNERS AND HOLD THEM EACH HARMLESS FROM ANY AND ALL CLAIMS OR DEMANDS, INCLUDING ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING FROM YOUR USE OF THE APPOINTMENT ON DEMAND SERVICES IN CONNECTION WITH THE APPOINTMENT ON DEMAND WEB SITE, WITH REGARD TO ANY DISPUTE BETWEEN YOU AND A SERVICE PROFESSIONAL, OR YOUR VIOLATION OF THESE TERMS AND CONDITIONS, OR ARISING FROM YOUR VIOLATION OF ANY RIGHTS OF A THIRD PARTY.
7. **AGREEMENT TO ARBITRATE ALL DISPUTES AND GOVERNING LAW**
   1. The exclusive means of resolving any dispute between you and Appointment on demand or any claim or controversy arising out of or relating to use of this Website and/or Appointment on demand's services (including any alleged breach of these Terms and Conditions) shall be BINDING ARBITRATION administered by the American Arbitration Association, EXCEPT AS EXPRESSLY PROVIDED BY APPLICABLE FEDERAL OR STATE LAW. You may not under any circumstances commence, participate in or maintain against Appointment on demand any class action, class arbitration, or other representative action or proceeding.

**\*NOTICE OF RIGHTS\***

* 1. By using the Website and/or Appointment on demand's services in any manner, you agree to the above arbitration agreement. In doing so, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and Appointment on demand. YOU ALSO GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. You are entitled to a fair hearing before the arbitrator. The arbitrator can grant any relief that a court can, but you should note that arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. For details on the arbitration process, see our Arbitration Procedures.
  2. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, may be commenced in any court of competent jurisdiction. In the event that this arbitration agreement is for any reason held to be unenforceable, any litigation against Appointment on demand may be commenced only in the federal or state courts located in Denver County, Colorado. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.
  3. These Terms and Conditions, and any dispute between you and Appointment on demand, shall be governed by the laws of the state of Colorado without regard to principles of conflicts of law, provided that this arbitration agreement shall be governed by the Federal Arbitration Act.

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

By signing this form you acknowledge, agree and understand all terms mentioned above

Contractor name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Representing Contractor agent name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_