

HOMESTARS™ CONFIDENCE PROGRAM

Last updated: 1 January 2026

PLEASE READ THIS CONFIDENCE PROGRAM, TOGETHER WITH THE OTHER AGREEMENTS, TERMS, CONDITIONS, AND POLICIES REFERENCED HEREIN, CAREFULLY, AS IT CONTAINS IMPORTANT INFORMATION REGARDING YOUR OBLIGATIONS AND LIMITATIONS ON YOUR LEGAL RIGHTS AND REMEDIES AND OUR LIABILITY. THIS CONFIDENCE PROGRAM IS PROVIDED BY HOMESTARS AS A COURTESY AND MAY BE MODIFIED, LIMITED, SUSPENDED, REVOKED, CANCELLED, OR TERMINATED AT ANY TIME AND FROM TIME TO TIME BY PROVIDING YOU WITH 30 DAYS' PRIOR NOTICE.

This Confidence Program is provided to you ("you", "your", "yourself", and words of like meaning) by HomeStars Inc. ("HomeStars", "us", "we", "our", or words of like meaning) subject to the terms and conditions of your User Agreement with HomeStars, our [Terms of Use](#), and your agreement with our [Privacy Policy](#). If you are a HomeStars Customer, this Confidence Program is subject to and governed by the Customer User Agreement entered into between you and HomeStars (the "Customer Agreement") and if you are a Professional, this Confidence Program is subject to and governed by the Professional User Agreement between you and HomeStars (the "Professional Agreement"). The Customer Agreement and the Professional Agreement are referred to herein together as the "User Agreements" and each, individually, as a "User Agreement". Capitalized terms used but not otherwise defined herein will have the meaning given to them in your User Agreement.

If you are a Customer, by registering a Job for this Confidence Program, you understand, acknowledge, and freely accept and agree that the terms of this Confidence Program are hereby incorporated by reference into and will form an integral part of your Customer User Agreement and that you will be bound by and comply with all of the terms, conditions, restrictions, and limitations of this Confidence Program. If you are a Professional, by accessing and using the Platform in whole or in part, you understand, acknowledge, and freely accept and agree that the terms of this Confidence Program are hereby incorporated by reference into and will form an integral part of your Professional User Agreement and that you will be bound by and comply with all of the terms, conditions, restrictions, and limitations of this Confidence Program.

The HomeStars™ Confidence Program

HomeStars wishes to provide our Customers with confidence in the Professionals on our Platform. If a Customer is dissatisfied with a material part of a Job performed by a Professional based on the nature of the work performed or as a result of a Professional failing to perform a material part of a Job as agreed to in writing by the Customer and the Professional, the Customer may submit a claim to HomeStars in accordance with this Confidence Program (a "Program Claim"). If HomeStars, in its sole and absolute discretion, determines that a Program Claim has merit and is successful, HomeStars may, as a courtesy, but has no obligation to, cover amounts owed by the Customer to a Professional related to the Job, up to a maximum total of CAD \$10,000.

1. **How to Register a Job for this Confidence Program.** To register a Job for this Confidence Program, prior to work on the Job commencing, the Customer must submit a registration submission to HomeStars by email to confidence@homestars.com. Registration submissions must be made before work on the Job commences and any submissions made after work on the Job has commenced will not be accepted. Only a Customer may register a Job for this

Confidence Program. Professionals may not submit a Job for this Confidence Program. The Registration submission must include:

- (a) the full, correct name of the Professional who worked on the Job;
- (b) correct and complete copies of the mutually agreed written specifications for the Job and the fee estimate or quote provided by the Professional with respect to the Job; and
- (c) clear and accurate photos of the areas or items that need work and that are the subject of the Job.

2. **How to Make a Program Claim.** Upon the completion of a Job, if the Customer is not satisfied with a material part of the work performed by the applicable Professional, or if a material part of the Job is not completed by a Professional in accordance with the mutually agreed written specifications for the Job, the Customer may submit a Program Claim to HomeStars by email to confidence@homestars.com. In order for a Program Claim to be eligible for this Confidence Program, the Customer must register the Job with HomeStars prior to work on the Job commencing and comply with all of the terms and conditions of this Confidence Program, including all relevant timelines. The Program Claim submission must be submitted to HomeStars by email within 30 days following the date on which all work on the job ceases or the job is completed and must include:

- (a) the full, correct name of the Professional who worked on the Job;
- (b) correct and complete copies of the mutually agreed written specifications for the Job and the fee estimate or quote provided by the Professional with respect to the Job; and
- (c) verifiable photographic proof of the Job (both pre-Job and post-Job) together with all pertinent documented information and evidence of the Job and issues in dispute.

All Program Claims are subject to the terms and conditions of this Confidence Program and your User Agreement and the determination of HomeStars in its sole and absolute discretion. For the purposes of this Confidence Program, all decisions made by HomeStars are, as between you and HomeStars, final and conclusive. Only a Customer may submit a Program Claim. Professionals may not submit a Program Claim.

3. **Payment by HomeStars.** In the event that HomeStars, in its sole and absolute discretion, determines that a Program Claim is successful with respect to a Job, it may, but has no obligation to, pay the Professional for all or a portion of the fees and charges charged by the Professional for the Job conclusively established in the Program Claim (the “**Professional Fees**”) up to a maximum total amount of CAD \$10,000. For greater certainty, Professional Fees are limited to the actual fees and charges that the Professional charges for a Job and expressly excludes any other amounts, including any other costs or expenses (including replacement costs or costs to reperform any work) or damages (including direct, indirect, consequential, or punitive damages) related to the Job. The scope of this Confidence Program is limited to the standard of work performed by the Professional and any damages to the Customer’s or any other person’s property are expressly excluded from this Confidence Program.

YOU UNDERSTAND, ACKNOWLEDGE, AND UNCONDITIONALLY AND IRREVOCABLY ACCEPT AND AGREE THAT THE DETERMINATION OF A PROGRAM CLAIM BY HOMESTARS IS FINAL AND

CONCLUSIVE AND THAT IF HOMESTARS PAYS ANY AMOUNTS TO ANY PERSON RELATED TO ANY PROGRAM CLAIM, SUCH MONEYS WILL CONSTITUTE FULL AND FINAL PAYMENT FOR AND RESOLUTION OF THE PROGRAM CLAIM AND HOMESTARS' ENTIRE LIABILITY WITH RESPECT TO SUCH PROGRAM CLAIM.

4. **Consequence for Professionals.** If you are a Professional, by accepting a Job, you understand, acknowledge, and unconditionally and irrevocably accept and agree that, in the event that HomeStars, in its sole and absolute discretion, determines that a Program Claim is successful, this will constitute an Event of Default under your User Agreement, and HomeStars will have the right to avail itself of any and all legal rights and remedies it may have under your User Agreement or under law or equity, including:
 - (a) cancel, suspend, limit, or temporarily or permanently revoke Your Trade Account or your access to or use of the Platform or any current, pending, or confirmed Jobs, Shortlistings, Leads, or Your Jobs in whole or in part;
 - (b) terminate your User Agreement; and/or
 - (c) bring an action against you for damages.
5. **Eligible Jobs.** In order for a Job to be eligible for this Confidence Program, the Job must fulfill all of the following conditions:
 - (a) the Customer must register the Job for this Confidence Program prior to the commencement of any work on that Job, and only the Job described in the registration will be eligible for this Confidence Program;
 - (b) the Job must have been posted or submitted on the Platform and the Professional must have worked on the Job in accordance with all of the applicable terms and conditions related to the Platform, including the terms and conditions of the User Agreements;
 - (c) the description and scope of work of the Job in the Program Claim must match the description and scope of work of the Job that was posted or submitted on the Platform and the Job that was registered with HomeStars by the Customer for this Confidence Program;
 - (d) the total cost or value of the Job must not exceed CAD \$10,000;
 - (e) the Customer must not have made any payments to the Professional for labour or services related to the Job that is the subject of the Program Claim including any deposits or down payments (payments for materials are permitted only to the extent that they are separately invoiced and supported by legitimate receipts); and
 - (f) the Customer and the Professional must be operating at arms length and not in collusion with each other.
6. **Excluded Claims.** A Program Claim involving any of the following will not be eligible for, and is expressly excluded and automatically disqualified from, this Confidence Program:
 - (a) any Job that was not posted or submitted on or via the Platform or that involved any services arranged or performed or that were alleged to be performed outside of the

Platform, even if the initial connection between the Customer and the Professional was made via the Platform;

- (b) any work that is performed by any person who is not a Professional (i.e., who is not registered as a Professional on the Platform with HomeStars);
- (c) any amounts that do not constitute Professional Fees;
- (d) any work related to a Job that commenced more than 30 days following the Shortlisting of that Job;
- (e) any costs, expenses, or damages not substantiated by appropriate documentary evidence, including legitimate invoices and receipts;
- (f) any recurring or ongoing work that is ancillary or not directly related to a Job (e.g., weekly cleaning, garden maintenance, etc.);
- (g) any Job that includes any fees, costs, or estimates that are priced materially below generally accepted market rates for similar work performed by trades with similar experience and expertise as the Professional that is the subject of the Program Claim;
- (h) any work related to commercial properties (i.e., only Jobs that are entirely related to residential properties are eligible for this Confidence Program);
- (i) any work or services not directly related to the completion of the Job, as set out in the original estimate or quotation provided by the Professional, including services related to home inspections, land surveys, energy audits, diagnostics, electrical inspections, construction calculations and drawings, interior design, transportation or moving, pest control, or rental services (such as dumpster rentals);
- (j) any work that does not involve tangible physical work or where it is impossible to capture or verify photographic evidence;
- (k) any Job that exceeds a total cost of CAD \$10,000;
- (l) any Job where the Customer has obtained the services of a third party (including a different Professional than the Professional that is the subject of the Program Claim) to provide any services related to that Job prior to HomeStars determining the Program Claim;
- (m) any Job where the Customer refuses to accept any reasonable recommendations made by the Professional to correct the issues that are in dispute regarding the Program Claim;
- (n) any act of fraud, negligence, or criminal, willful, or intentional misconduct on the part of the Customer or any person in respect of whom the Customer is responsible at law or any Event of Default under the Customer Agreement that is continuing;
- (o) any Job that, in HomeStars' opinion, does not comply with the terms and conditions of this Confidence Program or the User Agreement between HomeStars and the Customer or the User Agreement between HomeStars and the Professional; or

(p) any work performed by a Professional in respect of whom an Insolvency Event has occurred.

“Insolvency Event” means, with respect to a person, that person: (i) becomes or are adjudicated insolvent or bankrupt, admits in writing their inability to pay their debts as they mature, or make an assignment for the benefit of creditors; (ii) applies for or consents to the appointment of any receiver, trustee, or similar officer for them or for all or any substantial part of their property or such receiver, trustee, or similar officer is appointed without that person’s consent; or (iii) institutes any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment, or debt, dissolution, liquidation, or similar proceeding relating to them under the laws of any jurisdiction or any such proceeding is instituted against them or any judgment, writ, warrant, attachment, or execution of similar process is issued or levied against a substantial part of their property.

7. **Customer Misconduct.** A Program Claim will not be eligible for this Confidence Program and will be immediately disqualified if the Customer making the Program Claim or any person acting on their behalf or any person in respect of whom the Customer is responsible at law has committed any act of fraud, negligence, or criminal, willful, or intentional misconduct or an Event of Default under the Customer Agreement that is continuing.
8. **Program Claim Requirements.** In order for a Program Claim to be eligible for this Confidence Program, the following conditions must be met to the satisfaction of HomeStars in its sole and absolute discretion:
 - (a) the Customer must submit a Program Claim to HomeStars within 30 days of the earlier of: (i) the date on which the Job was completed; and (ii) the date that the Professional last attended at the Job site or carried out work on the Job, in each case, as supported by verifiable written evidence;
 - (b) the Customer must not be subject to any restriction, suspension, or exclusion from the Platform or this Confidence Program imposed by HomeStars, including where HomeStars has determined, in its sole discretion, that the Customer has submitted any repeated, excessive, abusive, inaccurate, fraudulent, or bad-faith Program Claims;
 - (c) the Program Claim must include verifiable photographic proof of the Job (both pre-Job and post-Job) with detailed information of the Job and all issues in dispute regarding the Job;
 - (d) the Program Claim must be solely related to the quality of the work performed by a Professional related to the Job and not the pricing of the Job;
 - (e) in the Program Claim, the Customer must provide evidence that it has made reasonable prior attempts to resolve the dispute regarding the Job with the applicable Professional prior to submitting the Program Claim or proof that the Professional failed to respond within seven days following the initial communication of the issue by the Customer; and
 - (f) the Customer must comply with all of the terms and conditions of this Confidence Program, including all required timelines.
9. **Indemnity.** You agree to indemnify, defend, release, and hold harmless HomeStars and its affiliates and their respective directors, officers, employees, personnel, contractors, subcontractors, agents, and representatives from and against any and all actual, threatened, or potential civil, criminal,

administrative, regulatory, arbitral, or investigative claims, demands, allegations, actions, suits, investigations, or proceedings and any and all losses, liabilities, and damages (including taxes and related penalties) and related costs or expenses, including legal fees (on a full indemnity basis), and expenses and costs of litigation, settlement, judgement, appeal, interest and penalties (on a full indemnity basis) that may be suffered or incurred by any of them arising out of or as a result of or relating in any manner whatsoever to:

- (a) any breach of this Confidence Program or any Event of Default under your User Agreement by you or any person in respect of whom you are responsible at law;
- (b) your reliance upon, or any use of or any actions or omissions by you in reliance upon, this Confidence Program in whole or in part;
- (c) any loss of, damage to, or destruction of the property of any person to the extent caused by you or any person in respect of whom you are responsible at law;
- (d) personal injury or illness (including death) in connection with any Job to the extent caused by you or any person in respect of whom you are responsible at law; or
- (e) the negligence, fraud, or criminal, willful, or intentional misconduct of the Customer or any person in respect of whom the Customer is responsible at law.

10. **NO WARRANTY, GUARANTY, RIGHTS, OR OBLIGATIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONFIDENCE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (A) THIS CONFIDENCE PROGRAM IS PROVIDED BY HOMESTARS AS A COURTESY AND IN ITS SOLE AND ABSOLUTE DISCRETION; (B) NOTHING IN THIS CONFIDENCE PROGRAM WILL BE CONSTRUED OR INTERPRETED AS CREATING A REPRESENTATION, WARRANTY, CONDITION, OR GUARANTY OF ANY KIND WHATSOEVER, AND HOMESTARS ACCEPTS NO RESPONSIBILITY OR LIABILITY WHATSOEVER WITH RESPECT TO ANY JOB OR RELATED WORK PERFORMED BY ANY PROFESSIONAL; AND (C) IN PARTICULAR, NOTHING IN THIS CONFIDENCE PROGRAM WILL CREATE ANY RIGHTS FOR ANY CUSTOMER OR PROFESSIONAL NOR WILL IT CREATE ANY OBLIGATIONS, RESPONSIBILITIES, OR LIABILITIES ON THE PART OF HOMESTARS, INCLUDING ANY OBLIGATION TO PAY ANY MONEYS TO ANY PERSON, INCLUDING TO REIMBURSE ANY PERSON FOR ANY COSTS, EXPENSES, OR DAMAGES RELATED TO ANY JOB. HOMESTARS WILL NOT BE RESPONSIBLE FOR AND EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY PROFESSIONAL NEGLIGENCE OR MISCONDUCT OF THIRD PARTIES, INCLUDING THE WORK, SERVICES, ERRORS, OR OMISSIONS, OF PROFESSIONALS.

11. **LIMITATION OF LIABILITY.** YOU ACKNOWLEDGE AND AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF USE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HOMESTARS OR ANY OF ITS AFFILIATES OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, PERSONNEL, CONTRACTORS, SUBCONTRACTORS, AGENTS, OR REPRESENTATIVES BE LIABLE, WHETHER BASED IN WARRANTY, CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, FOR ANY DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, PERSONAL INJURY, FINES, FEES, PENALTIES, TANGIBLE OR INTANGIBLE HARM, IRREPARABLE HARM, LEGAL FEES, OR ANY LOSS OF ANY KIND WHATSOEVER, OR OTHER LIABILITIES, WHETHER OR NOT HOMESTARS OR ANY HOMESTARS PERSONNEL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, RESULTING FROM OR IN CONNECTION WITH THIS CONFIDENCE PROGRAM OR THE WORK PERFORMED BY

ANY PROFESSIONAL OR OTHERWISE IN CONNECTION WITH THE PLATFORM OR THE SERVICES. IN THE EVENT THAT A COURT FINDS THAT THE FOREGOING LIMITATION OF LIABILITY IS UNENFORCEABLE IN WHOLE OR IN PART FOR ANY REASON, YOU ACKNOWLEDGE AND AGREE THAT YOUR EXCLUSIVE REMEDY WILL BE TO RECEIVE FROM HOMESTARS PAYMENT FOR ACTUAL AND DIRECT DAMAGES TO A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE LESSER OF (A) THE VALUE OF THE PROGRAM CLAIM AND (B) CAD \$10,000.

12. *Injunctive and Equitable Relief.* You acknowledge and agree that:

- (a) your compliance with your obligations pursuant to this Confidence Program is necessary to protect personal information and/or the intellectual property, confidential information, proprietary information, business, goodwill, and/or proprietary interests of HomeStars and its affiliates and third parties;
- (b) your breach of any such obligations will give rise to irreparable harm or injury to HomeStars that will not be adequately compensable with monetary damages;
- (c) HomeStars may, in addition to any other remedy, enforce the performance of these Terms of Use by way of equitable relief, including interim, interlocutory and/or final injunctive relief, specific performance, or such other and further relief as a court may deem just and proper, upon application to a court of competent jurisdiction without proof of actual damages, without a requirement that a finding of irreparable harm or other criteria for the awarding of injunctive relief be made, and without the requirement of posting a bond or other security; and
- (d) notwithstanding that damages may be readily quantifiable, you will not plead sufficiency of damages as a defence in any such proceeding.

13. *Governing Law.* The interpretation, validity, effect, and enforcement of this Confidence Program, and any and all disputes arising out of or in connection with this Confidence Program, or in respect of any legal relationship associated with or derived from this Confidence Program, will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein without giving effect to any principles of conflicts of law.

14. *Forum Selection.* You hereby unconditionally and irrevocably consent and agree to submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding involving this Confidence Program and waive any objection relating to improper venue or forum non conveniens to the conduct of any proceeding in any such court.

15. *JURY TRIAL WAIVER.* YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY AND ALL DISPUTES ARISING FROM OR IN CONNECTION WITH THIS CONFIDENCE PROGRAM.

16. *CLASS ACTION WAIVER.* YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, YOU UNCONDITIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION LAWSUIT, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR ANY OTHER REPRESENTATIVE PROCEEDING IN RESPECT OF ANY AND ALL DISPUTES ARISING FROM OR IN CONNECTION WITH THIS CONFIDENCE PROGRAM. UNLESS AND ONLY TO THE EXTENT OTHERWISE

EXPRESSLY AGREED TO IN WRITING BY HOMESTARS, THE ADJUDICATOR OF ANY DISPUTE MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF ANY CLASS OR REPRESENTATIVE PROCEEDING.

17. **Admissibility.** A printed version of this Confidence Program and of any notice given in electronic form will be admissible in judicial or arbitral proceedings based upon or relating to this Confidence Program to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.
18. **Contact Us.** If you have any questions regarding this Confidence Program, please contact us via email at confidence@homestars.com or at the following address:

HomeStars Inc.
49 Spadina Avenue, Unit 502
Toronto, ON M5V 2J1