

Hippo Home Care
Hippo Home Assist Subscription Terms and Conditions
Last Updated: June 20, 2023

1. You agree to these Terms and Conditions.

This Hippo Home Assist Subscription Terms and Conditions ("Terms and Conditions") contained herein govern your access to, use of, and participation in the Hippo Home Assist Subscription ("Hippo Home Assist") made available by YourHaus, Inc. (dba Hippo Home Care) ("Hippo Home Care," "we," "our" and "us"), and constitutes a legally binding agreement between you and us. All references to "you" or "your" mean the person who accesses, uses, and/or participates in Hippo Home Assist in any manner, and each of your heirs, assigns, and successors.

Please read these Terms and Conditions carefully before using or accessing Hippo Home Assist. By accessing or using Hippo Home Assist, you agree to be bound by these Terms and Conditions, as amended from time to time, as well as the [Terms and Conditions](#) and [Privacy Policy](#) for Hippo Home Care, which is hereby incorporated into these Terms and Conditions, including THE JURY TRIAL AND CLASS ACTION WAIVER. By signifying your consent to these Terms and Conditions and/or using our services, you expressly acknowledge that you have read, understand, and agree to be bound by these Terms and Conditions. If you do not wish to agree to these Terms and Conditions, do not access or use any part of this Site or Services.

Hippo Home Care may change these Terms and Conditions at any time by posting changes to the Hippo Home Care website ("Site"), or on a website or app that replaces the Site, prior to the change becoming effective, or by notifying you via your on-line account, through the app, or by email prior to the effective date of the change. You agree to be bound by any changes to these Terms and Conditions thirty days after they are revised or when you use Hippo Home Assist after any such change is posted, whichever is sooner. Hippo Home Care may at any time and for any reason change or discontinue all or any portion of Hippo Home Assist, its features, or the third-party services that are available through Hippo Home Assist by posting on this Site about those changes. The licenses, user obligations, and authorizations described herein are ongoing. If you disagree with these Terms and Conditions (as amended from time to time) or are dissatisfied with Hippo Home Assist, your sole and exclusive remedy is to discontinue using Hippo Home Assist. You may review the current version of these Terms and Conditions, which supersedes all previous versions, by clicking on the "Terms and Conditions" hyperlink.

2. Hippo Account

Any customer of Hippo Home Assist will have an account, which can be used to log in for other Hippo Home Care products ("Hippo Account"). You do not need to use your Hippo Account in order to access Hippo Home Assist. Information and data shall be collected and shared as set forth in Hippo Home Care's terms and conditions and privacy policy.

3. Hippo Home Assist Fees and Payment

Hippo Home Assist is a subscription-based service. If you subscribe to Hippo Home Assist, you will be charged automatically or sent an invoice immediately when you become a Hippo Home Assist customer. You will be charged in advance on a recurring or periodic basis ("Billing Cycle"). Billing cycles will be on an annual basis. **At the end of the Billing Cycle, your subscription to Hippo Home Assist will automatically renew under the same terms and conditions and you will be charged or invoiced, unless you or we have previously canceled the subscription or you nonrenew the subscription plan as least 30 days prior to the renewal date. You may cancel or nonrenew your subscription by contacting us**

at (800) 944-2049. However, if you cancel the subscription, any subscription fees paid are nonrefundable. If you nonrenew the subscription as set forth in these Terms and Conditions, you will not be charged at the new Billing Cycle. Hippo Home Care may cancel your account at any time and you will receive a prorated refund of the subscription fee based upon the subscription period that has elapsed to the effective date of cancellation. If you violate the Terms and Conditions or Hippo Home Care's Terms and Conditions, Hippo Home Care may terminate your subscription without any refund.

By subscribing to Hippo Home Assist, you authorize us to charge the initial fee and any renewal fees on the payment method you have on file. If the bank account has insufficient funds, credit card is denied or rejected, or is otherwise unpaid, Hippo Home Care reserves the right to cancel your Hippo Home Assist Subscription unless you provide us with a new payment method. You are responsible for any penalty or other fees that may be incurred as a result of your failed payment method. If you provide us with a new payment method and are successfully charged before your subscription is cancelled, your new subscription period will be based on the original inception or renewal date and not the date of the successful charge. If you do not cancel after any free or discounted trial period, you agree that we can charge you on the first day after the expiration of the trial with the payment method on record or as otherwise set forth in the trial terms and conditions.

If you do not pay or the payment method is denied for any reason, Hippo Home Care reserves all rights permissible under law to recover payment plus all costs, including attorney's fees, to recoup any payment due to Hippo Home Care. If any payments are not timely made on a consistent basis for any reason, Hippo Home Care reserves the right to suspend or terminate your subscription with Hippo Home Assist.

Payments detailed in these Terms and Conditions are exclusive of taxes, duties, levies, fines, or other assessments ("Taxes"). You agree that Hippo Home Care can determine the appropriate jurisdiction for tax purposes as required by law or in its sole discretion and you agree to pay any such applicable Taxes. For those jurisdictions that require Taxes be included in your payments for Hippo Home Assist, you agree that Hippo Home Care can charge these Taxes on the payment method you have on record for Hippo Home Assist. Charges are inclusive of applicable Taxes where required or permitted by law. You understand and agree that you are solely responsible for determining your own tax reporting in consultation with any of your own advisors, and Hippo Home Care and its affiliates have not and will not provide any tax advice.

Hippo Home Care may modify the subscription fee at its sole discretion and at any time. Hippo Home Care will provide reasonable notice of any fee modifications. Any fee changes will become effective at the beginning of your next Billing Cycle. Your continued use of Hippo Home Assist after the effective date of change constitutes agreement to the fee changes.

This fee is for the subscription to Hippo Home Assist only and does not include any payments required to be made to Service Professionals or Managed Service Provider subject to any other agreements between you and a third-party. Payments made to Service Professionals and Managed Service Providers may be collected by Hippo Home Assist, the Service Professional, or Managed Service Provider, and may include fees including, but not limited to, truck roll fees, same-day service fees, and cost of services such as labor and materials.

4. Subscription Services

Hippo Home Assist is a subscription-based, online service available to certain consumers. You must keep your account information secure and confidential, and may not use any other user's account information or provide your account information to another person except for those with whom you share the property. This Hippo Home Assist is only available for residential properties. Commercial properties may not utilize

Hippo Home Assist. Hippo Home Assist may provide consultations and guidance regarding home projects, but Hippo Home Assist does not provide guidance or consultations for which a license is required under any law or regulation. We reserve the right to change, modify, remove, discontinue, suspend, or add any services at any time without notice to you. We cannot guarantee that services will be available at all times or the results of any guidance or consultation. By using any of Hippo Home Assist's services, you expressly waive any right to bring a claim against Hippo Home Care relating to any loss or damage caused by your inability to use or access Hippo Home Assist's services or relating to any guidance or consultations from Hippo Home Assist. To the extent you engage in any real time video services with Hippo Home Assist, we make no representations or warranties regarding the quality, reliability, or accuracy of any video services or information provided through these services. You are solely responsible for your use of these video services and shall not distribute or share any video interactions between you and us.

5. Service Professionals

Any services provided by a service professional recommended by Hippo Home Assist who is not employed by Hippo Home Care, or an affiliate of Hippo Home Care, is an independent third party ("Service Professional"), and may be sourced from, among other places, an independent network of Service Professionals ("Managed Service Provider"). Though Hippo Home Assist may facilitate the booking of a Service Professional, Hippo Home Care is not a party to any agreements between you and Service Professionals or Managed Service Providers.

Hippo Home Care may conduct criminal or other background checks on Service Professionals through a third-party vendor unless such Service Professionals are sourced by a Hippo Home Care partner, affiliate, vendor or third party under a contract with Hippo Home Care. Hippo Home Care has no obligation to disclose the results of any background check or investigation conducted. The eligibility criteria for Service Professional may be modified from time to time by Hippo Home Care without notice to you. You understand and acknowledge that Hippo Home Care and its affiliates do not make any guarantees regarding the accuracy or reliability of any background check. Hippo Home Care does not warrant or endorse any work performed by Service Professionals. You agree that Hippo Home Care and its affiliates are not liable, directly or indirectly, for any claim related to the action or inaction of any Service Professional or Managed Service Provider including, but not limited to their content, promotions, products, goods, services, advertising, work product, work performed, or availability, or any damages caused by any Service Professional or Managed Service Provider, and release Hippo Home Care and its affiliates from any liability relating to any interactions or dealings with any Service Professional or Managed Service Provider. You waive any right to recovery against Hippo Home Care or its affiliates for any claim relating to Service Professionals or Managed Service Provider. By conducting any background checks, Hippo Home Care does not waive any of its disclaimers or limitations of liability as set forth in these Terms and Conditions and Hippo Home Care's Terms and Conditions. You should conduct any actions you deem necessary before hiring or retaining a Service Professional.

6. Subscription Reviews

We may at times request that you provide a review of the Service Professionals, Managed Service Providers, or Hippo Home Care experts that respond to your requests. In providing your review, you agree as follows:

1. You will be truthful in your review and rating;
2. Your review will be based upon your first-hand experience with the Service Professional or Managed Service Provider you are reviewing;
3. You are not related to, and do not work for or have any financial interest in the Service Professional you are reviewing; and

4. You will not provide any reviews that contain viruses, worms, spiders, or other computer programming that are intended to damage, interfere, disable, or impair Hippo Home Care or its affiliates.

7. Promotions

Hippo Home Care may offer promotional trials or subscriptions relating to Hippo Home Assist, which are subject to these Terms and Conditions, except as otherwise stated in any promotional offer. Unless otherwise stated in any promotional offers, if you do not cancel the promotional service or offer before the end of the promotional period, you will be charged automatically as detailed in the promotional offer or service.

8. You make representations and warranties to us.

By using our services, you represent and warrant that:

1. You will only use your account and will not misrepresent yourself;
2. All information you provide to us is true, accurate, current, and complete;
3. You will maintain and update any information you provide us;
4. You have the authority to access and use our services and bind yourself to these Terms and Conditions;
5. You will not infringe upon anyone's rights or bring about harm, injury, or damage to a person's body or property;
6. You will not seek to circumvent the terms of, or abuse, your subscription;
7. You will not recruit, solicit, or contact in any form Service Professionals for employment or any other use not specifically intended by Hippo Home Assist;
8. You will not use or access Hippo Home Assist to compete with Hippo Home Care business;
9. You will not commit actions that will reduce the accuracy of reviews or the rating system; and
10. You will not use our services for any illegal or unauthorized purpose, including any violation of law or regulation.

9. No Endorsement or Warranty

Hippo Home Care does not endorse, warrant, or make any representation regarding any Service Professional or Managed Service Provider, or advice, guidance or information provided by Hippo Home Care, the Service Professional or Managed Service Provider. Hippo Home Care may provide tips, suggestions, recommendations, or similar information ("Information") regarding home maintenance or home issue mitigation, but the Information may not be comprehensive nor tailored for your specific home. Any action you take regarding your home is your decision and Hippo Home Care disclaims any warranties or representations relating to the Information.

Hippo Home Care may use certain language on the Hippo Home Care app or website, such as vetted, background checked, or other similar language. These descriptors only mean that the Service Professional has gone through our regular review process, and does not represent anything else. Any such descriptor does not mean that we endorse or warrant that Service Professional's work or that the Service Professional is suited for any task, or is trustworthy, honest, and fair. It is incumbent upon you to conduct any due diligence whenever entering into a relationship with any Service Professional or Managed Service Provider. Hippo Home Care disclaims any liability relating to any issue arising from any Service Professional or Managed Service Provider.

10. Indemnification

You agree, at your own expense, to defend, indemnify, and hold Hippo Home Care and our affiliates and subsidiaries, and respective officers, directors, employees and agents, harmless from any claim or demand (including reasonable legal fees) made by a third party arising out of or relating to:

1. Your subscription to Hippo Home Assist;
2. The services or Information provided at your request, including but not limited to any injuries, losses, or damages;
3. Your violation of these Terms;
4. Your own content;
5. Your interaction with any customer of Hippo Home Care, the Service Professionals, or Managed Service Provider; and

Notwithstanding the foregoing paragraph, if you are a resident of a jurisdiction where the foregoing is prohibited, you only agree to release, defend, indemnify, and hold Hippo Home Care and our affiliates and subsidiaries, and respective officers, directors, employees and agents, harmless from and against any third-party claims, liabilities, damages, losses, and expenses, including without limitation reasonable legal and accounting fees, arising out of or in any way connected with your violation of these Terms.

11. We disclaim all warranties to you.

IN ADDITION TO THE DISCLAIMERS INCLUDED IN HIPPO HOME CARE'S TERMS AND CONDITIONS, YOUR USE OF HIPPO HOME ASSIST AND ANY PROFESSIONAL SERVICES IS SOLELY AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY COMMUNICATIONS AND INTERACTIONS WITH ANY SERVICE PROFESSIONAL OR MANAGED SERVICE PROVIDER. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL COMMUNICATIONS AND INTERACTIONS WITH SERVICE PROFESSIONALS OR MANAGED SERVICE PROVIDER. HIPPO HOME CARE EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY ACT OR OMISSION OF ANY THIRD-PARTIES.

HIPPO HOME CARE SHALL NOT BE RESPONSIBLE, DIRECTLY OR INDIRECTLY, FOR ANY LOSS OR DAMAGE ALLEGED OR CAUSED BY YOUR RELIANCE UPON ANY OF HIPPO HOME CARE'S SERVICES OR CONTENT.

12. We limit our liability to you.

IN ADDITION TO THE LIMITATIONS INCLUDED IN HIPPO HOME CARE'S TERMS AND CONDITIONS, YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT HIPPO HOME CARE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF HIPPO HOME CARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, RESULTING FROM:

1. THE ACCESS, USE, OR INABILITY TO USE HIPPO HOME ASSIST;
2. THE COST OF ANY GOODS, INFORMATION, AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF HIPPO HOME ASSIST;
3. STATEMENTS OR CONDUCT OF ANY SERVICE PROFESSIONALS OR OTHER THIRD PARTY THROUGH HIPPO HOME ASSIST;
4. YOUR REQUESTING OR RECEIVING SERVICES THROUGH THE HIPPO HOME ASSIST;

5. SERVICE PROFESSIONALS, INCLUDING BUT NOT LIMITED TO THEIR CONTENT, PROMOTIONS, PRODUCTS, GOODS, SERVICES, WORK PRODUCT, AND ADVERTISEMENTS;
6. ANY OTHER MATTER RELATING TO SERVICES PROVIDED BY HIPPO HOME ASSIST, SERVICE PROFESSIONALS OR MANAGED SERVICE PROVIDER;
7. SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE;
8. THE COST OF SUBSTITUTE PRODUCTS OR SERVICES; or
9. ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THESE TERMS.

IN NO EVENT WILL THE TOTAL, AGGREGATE LIABILITY OF HIPPO HOME CARE AND OUR AFFILIATES AND SUBSIDIARIES, AND RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO HIPPO HOME ASSIST BY YOU DURING THE 12 MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING, OR ONE HUNDRED U.S. DOLLARS IF NO SUCH PAYMENTS HAVE BEEN MADE, AS APPLICABLE.

IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU. IN JURISDICTIONS THAT DO ALLOW LIMITATIONS OF LIABILITY, THE LIMITATION DESCRIBED ABOVE WILL APPLY FULLY.

13. Insurance Claim

Hippo Home Assist is not insurance nor does it relate to insurance coverage or claims adjustment, regardless of whether you have insurance through Hippo Insurance Services, any other producer, or any other carrier. If you suffer a claim at your property, it is your obligation to follow any claims procedures set forth in any agreement you have with any insurance carrier. Hippo Home Care disclaims any liability relating to your failure to follow any claims procedures set forth in any agreement you have with any insurance carrier. You assume all liability for choosing to use Hippo Home Assist in connection with any claim.

14. Contact Us

For any questions or to discuss any services, please contact Hippo Home Assist at (800) 944-2049.