

HANDRIX

Terms of Use

Effective Date: May 20th 2026 | Last Updated: May 20th 2026

Please read carefully before using Handrix.

These Terms include several provisions that affect your legal rights, including **an agreement to resolve most disputes through individual, binding arbitration** and a **waiver of class actions** (Section 27). They also describe how Handrix uses **AI-assisted diagnostics** (Section 9), how we source and deliver **parts and materials** (Section 11), and how we build **Home Intelligence** and **Building Intelligence** data about your property (Part IV). If you do not agree, do not use Handrix.

Part I — Introduction

1. About These Terms

These Terms of Use (the “**Terms**”) form a binding contract between you and **Handrix Technologies, Inc.**, a corporation with its principal office at 614 N Dupont Hwy, Ste 210, Dover, DE 19901 (“**Handrix**,” “**we**,” “**our**,” or “**us**”). They govern your use of the Handrix mobile applications, websites, APIs, software, on-demand booking tools, AI-assisted diagnostic features, parts-sourcing and delivery services, Home Intelligence features, communications channels, and any related products or services we make available (together, the “**Platform**”).

By creating an account, tapping “continue” during app account registration, submitting a diagnostic request, booking a service, or otherwise accessing the Platform, you confirm that you have read, understood, and agreed to be bound by these Terms and by our **Privacy Policy**, which is incorporated by reference. If you are entering into these Terms on behalf of a company, household, condominium association, or other entity, you represent that you have authority to bind that entity.

2. Quick Summary

This summary is for convenience only and is not a substitute for the full Terms.

- **What Handrix is:** A technology platform that diagnoses residents home problems using AI, connects residents with independent service professionals, sources and ships the parts needed to complete the job, manage jobs & approvals for service professional, property managers or landlords, and builds a digital profile of your home or building to help you maintain it.

- **What Handrix is not:** A contractor, employer, repair company, manufacturer, retailer of record for third-party goods, or insurer. We do not perform the services ourselves and we are not a party to the contract you form with a professional.
- **Upfront pricing:** Most services are offered at a fixed, transparent price disclosed before you book. See Section 10.
- **AI diagnostics:** Our AI helps identify likely issues from the text, photos, and video you submit. It is informational and is not a substitute for a professional inspection.
- **Parts:** Parts identified for your job are typically purchased through the Platform and shipped to your property to arrive before the professional.
- **Home Intelligence:** We build a record of your home from technician input, your confirmations, and your service history. In multifamily buildings we may use anonymized cross-unit insights. Part IV explains this in detail.
- **Disputes:** Most are resolved through individual arbitration. Class actions are waived. See Section 26.

3. Key Definitions

Capitalized terms have the meanings given here or where first used:

- **Client** — a resident, property manager, superintendent, landlord, condominium board, or other person who requests or approves services through the Platform.
- **Pro** — an independent service provider, contractor, technician, or company that uses the Platform to offer or perform services. Pros are not employees, agents, partners, or representatives of Handrix.
- **Service or Job** — the home repair, installation, maintenance, diagnostic, or related work requested by a Client and performed by a Pro.
- **Diagnostic Submission** — the text, photographs, video, audio, and other information you provide to the Platform to describe a home problem and request a diagnostic and price.
- **AI Output** — any diagnostic suggestion, scope estimate, parts list, price, recommendation, prediction, or other output generated by Handrix's automated systems.
- **Parts** — the components, materials, fixtures, and supplies sourced through the Platform for use in a Job, whether sold by Handrix or facilitated by Handrix from a third-party supplier.
- **Home Profile** — the structured record of your property's systems, appliances, components, repair history, and related information stored in your Handrix account.
- **Home Intelligence** — the data, analytics, predictions, and recommendations Handrix generates from Home Profiles and other inputs.

- **Building Intelligence** — the anonymized, aggregated insights Handrix derives across units in a multifamily property.
- **Content** — any text, photos, videos, ratings, reviews, equipment data, notes, or other material submitted to or generated on the Platform, including Diagnostic Submissions.

Part II — The Handrix Platform

4. The Role of Handrix

Handrix operates a **technology platform**. We connect Clients with independent Pros, use software and AI to streamline diagnosis and scoping, facilitate scheduling and payment, source parts, manage jobs & approvals for service professional, property managers or landlords, and build a home profile to help maintain it. We do not employ Pros, supervise their work, hold the licenses or insurance under which they operate, or guarantee the outcome of any Job. The contract for any Job is between you and the Pro who accepts it. Handrix is not a party to that contract.

Handrix does not hold itself out as a plumber, electrician, HVAC contractor, locksmith, appliance repair company, smart home installer, or general contractor. Where a Pro is required to be licensed, registered, bonded, or insured to perform a Service, that obligation rests with the Pro, not with Handrix.

Services available through the Platform include, without limitation, plumbing, electrical, HVAC, locksmith, carpenters, appliance repair, smart home systems, cleaning and general home maintenance and repairs. The mix of services and Pros varies by location and may change over time.

5. Eligibility

To use the Platform, you must meet the general requirements below, as well as the specific requirements depending on your user role:

- General Requirements (All Users):
 - Be at least 18 years old and able to form a legally binding contract in your jurisdiction;
 - Provide accurate, current, and complete information when you register and keep it updated; and
 - Not be barred from using the Platform under any prior suspension, applicable law, or sanctions program.
- Residents must also:
 - Have legal authority to request jobs and accept deliveries at the property where the Service will be performed (e.g., you own the property, lease it, manage it, or have the owner's permission).

- Property managers or Landlords must also:
 - Have legal authority to manage and approve jobs for the property where the Service will be performed.
- Service Professionals ("Pros") must also:
 - Possess all active, valid, and legally required professional licenses, certifications, registrations, and permits required to perform the maintenance trades offered on your platform profile in your jurisdiction;
 - Maintain valid business insurance policies, including commercial general liability insurance, at industry-standard coverage limits;
 - Successfully pass all mandatory Handrix onboarding checks, including identity verification, review validation, and background screening; and
 - Ensure that any personnel or subcontractors assigned by you to handle a Handrix contract independently satisfy these same legal, licensing, and safety qualifications.

6. Your Account

You are responsible for everything that happens through your account, including activity by anyone you authorize. Keep your login credentials confidential. Notify us promptly at support@handrix.com if you believe your account has been accessed without your permission. We may suspend or close accounts that show signs of unauthorized access, fraud, or misuse, with or without prior notice.

7. Communications

By using the Platform, you consent to receive operational and transactional communications from Handrix and from Pros connected to your Jobs — including push notifications, in-app messages, email, SMS, and voice calls — at the contact information you provide. These messages may be sent using automated systems and may include diagnostic confirmations, dispatch and ETA updates, parts-delivery notifications, appointment changes, payment receipts, safety alerts, and account information.

Marketing messages. With your consent, we may also send you marketing communications about new features, promotions, and maintenance reminders. You can opt out of marketing emails or SMS at any time. Opting out of marketing does not stop the operational and transactional messages you need to receive in order to use the Platform.

Carrier charges. Standard message and data rates may apply. Message frequency varies. Handrix is not responsible for delays or non-delivery caused by your carrier or device.

Call masking and recording. When you contact a Pro through the Platform, we may use a service to mask phone numbers. We may also record customer support calls for quality and training purposes, with notice and where permitted by law.

Part III — Requesting and Receiving Services

8. How Booking Works

A typical Handrix interaction has four steps:

- (1) You describe the problem through the app, including text and, where helpful, photographs or short video of the affected system, fixture, appliance, or area.
- (2) Handrix's AI reviews your Diagnostic Submission, together with your Home Profile and other inputs, and proposes a likely issue, scope of work, suggested Parts, and an upfront price.
- (3) You confirm the booking. We charge your payment method, source and dispatch the Parts to your property, and assign a qualified Pro.
- (4) The Pro arrives, confirms the on-site condition, performs the work within the agreed scope, and updates the Home Profile with what was done.

Either you or the Pro may decline or withdraw the request during a short review window after assignment without penalty. After that window, a contract for the Job exists between you and the Pro on the scope and price shown in the Platform, subject to authorized change-orders described in Section 10.

9. AI-Assisted Diagnostics

Handrix uses automated systems, including machine-learning models, to analyze Diagnostic Submissions and produce **AI Outputs** — for example, a likely cause of the problem, a recommended scope of work, a list of Parts that may be required, a confidence score, and a price.

AI Outputs are informational. They are not a professional inspection, a code-compliance review, a warranty of any kind, or advice from a licensed professional. They may be incomplete or incorrect, particularly where the underlying photos, video, or descriptions are unclear, partial, or misleading. The Pro assigned to your Job will confirm the actual condition on-site and may revise the scope, the Parts, and the price under Section 10.

Your responsibility for inputs. You agree that the information you submit is accurate to the best of your knowledge, that you have the right to photograph or record what you submit, and that you are not submitting images or video of people, neighbors, or private spaces beyond what is necessary to describe the problem. Do not submit Diagnostic Submissions for properties you do not own, lease, or manage.

How we use Diagnostic Submissions. Diagnostic Submissions are used to provide and improve the Platform, including to train and refine our diagnostic models. The license you grant in Section 21 expressly covers Diagnostic Submissions. We apply commercially reasonable security to protect them.

Sensitive content visible in your media (faces of bystanders, documents, screens) should be removed or obscured before submission where possible.

Safety. If your description indicates a potential immediate hazard — for example, a possible gas leak, an active water leak, an electrical fire risk, or carbon monoxide — the Platform may instruct you to contact emergency services, utility providers, or a licensed professional directly. Handrix is not an emergency-response service. Do not delay seeking help in order to wait for an AI Output or a Pro assignment.

10. Pricing and Upfront Quote

10.1 Upfront price

Handrix is built around **transparent, upfront pricing**. For most Services, the price you see before you confirm a booking is the price you pay for the scope shown, **inclusive** of the labor, the Parts identified at booking, the Handrix Service Fee, and any taxes we are required to collect. Where work cannot be priced upfront (for example, complex projects or open-ended scopes), the Platform will clearly indicate that the booking is for a diagnostic visit or a quote, and the amount of that diagnostic or quote fee will be disclosed before you confirm.

10.2 Change-orders

Once the Pro is on-site, the actual condition may differ from what the AI Output predicted. If additional work, materials, or time are needed, the Pro must (a) explain the difference to you, (b) obtain your authorization in the Platform, and (c) wait for your confirmation before performing the additional work. Out-of-scope work performed without your authorization in the Platform is not your obligation to pay through Handrix.

10.3 Service Fee

The price disclosed at booking includes a Handrix Service Fee that helps fund the Platform, screening, customer support, AI diagnostics, parts-sourcing infrastructure, and our limited Guarantee (Section 14). The Service Fee is retained by Handrix.

10.4 Authorization to charge

You authorize Handrix and our payment processors to charge the payment method on file for all amounts you owe in connection with your account, including booking charges, Parts, authorized change-orders, applicable taxes, cancellation fees, no-show fees, tips you elect to pay, and any chargeback or recovery costs we are entitled to under these Terms. We may place holds on your payment method to verify funds before a Job or before Parts are shipped.

10.5 Tips

Tips are optional. If you choose to add a tip through the Platform, 100% of the tip is passed through to the Pro.

10.6 Receipts and disputes

After a Job is closed, we will provide a receipt in the Platform. If you believe a charge is incorrect, contact us within 30 days at support@handrix.com. Charges not disputed within that period are deemed accepted.

11. Parts and Materials

11.1 Sourcing and delivery

When your booking includes Parts, Handrix sources them through our supplier network and arranges shipment to the service address. We schedule deliveries to arrive before the Pro where reasonably possible. Delivery dates and windows are estimates. We are not responsible for delays caused by carriers, manufacturers, or events outside our reasonable control.

11.2 Receipt of Parts

You are responsible for making the service address available for delivery and for accepting and securing Parts on arrival. If the Platform offers a leave-at-door option and you select it, you accept the risk of loss or damage after delivery. If Parts are damaged in transit, photograph the packaging and contact us within 48 hours so we can arrange replacement.

11.3 Title and risk of loss

Title to Parts and risk of loss pass to you on delivery to the service address. Parts that remain at your property after the Job is complete (including leftover materials and uninstalled components reasonably needed for the work) belong to you, unless we indicate otherwise at booking.

11.4 Returns, defects, and unused Parts

If a Part shipped for your Job is defective, the wrong item, or not needed because the Job is canceled before the Pro arrives, contact us in the Platform. Depending on the circumstances, we will arrange a replacement, a return for refund, or a credit. Returns may be subject to a restocking fee disclosed at the time of return. Parts that have been installed, modified, or used cannot be returned for refund. Custom-ordered Parts may be non-refundable; this will be disclosed before you confirm the booking. In case of job cancellation, parts already shipped will be refunded only after they return to Handrix.

11.5 Manufacturer warranties

Parts are covered by their manufacturers' warranties, if any. Handrix does not extend or modify those warranties. To make a warranty claim, follow the manufacturer's process; we will provide reasonable documentation from your Home Profile to help.

11.6 Hazardous, regulated, or refrigerant-containing Parts

Some Parts (including refrigerants and certain electrical or gas components) are subject to federal, state, or local regulation. You agree to follow the Pro's and the Platform's instructions for handling, storage, and disposal of regulated items prior to and after installation.

12. Cancellations, Reschedules, and No-Shows

By the Client. If you cancel or reschedule within short window following job order, disclosed in the platform, no cancellation fee applies; Cancellations or reschedules afterwards may incur a fee disclosed in the Platform, refunds for Parts already shipped are governed by Section 11.4. If a Pro arrives and you are not present, not reachable, or unable to provide access to the property, a no-show fee may apply.

By the Pro. If a Pro cancels, we will attempt to assign another available Pro. If we cannot, you will not be charged for that Job and any prepayment will be refunded; Parts already shipped will be retained for the rebooked Job or, at your option, returned in accordance with Section 11.4.

By Handrix. We may cancel a Job at our discretion if we believe it cannot be safely performed, if required information is missing, if there is a suspected violation of these Terms, or for any other legitimate operational reason.

13. Managed Properties & residents

13.1 Handrix Property Manager Dashboard

For properties overseen by a Property Manager, resident job requests may be routed through an initial approval process before reaching service professionals. The Handrix Property manager dashboard empowers managers and landlords to efficiently monitor and approve job requests submitted by their residents.

13.2 Property & Residents Registration

Through the Handrix dashboard, Property Managers can register properties and residents under distinct ownership categories, including Single-Family Homes, Apartment Buildings (Rentals), Condominiums/Co-ops, and Commercial Spaces.

13.3 Managed Account

Registering a resident automatically triggers an email invitation for them to download the Handrix app and link to the property manager's managed account. Once connected, residents can submit job requests through the app, which are then routed to the Property Manager for review. Upon approval, the Property Manager will process the payment for the job directly.

14. Handrix Guarantee

The **Handrix Guarantee** is a limited, discretionary remedy we offer for Services that are booked and paid in full through the Platform. It is **not insurance** and does not replace your homeowner's, renter's, condo, or any other insurance.

If you are dissatisfied with a covered Service for reasons that fall within the Guarantee, we may, at our sole discretion:

- (1) arrange a re-performance of the Service;
- (2) money-back refund or account credit for future Services, limited to the original job cost or \$2,500 (whichever is less) and subject to the conditions below;
- (3) reimburse documented property damage caused by a Pro's negligence during the Service, limited to \$10,000 and subject to the conditions below.

To be eligible, you must (a) report an issue within the explicit scope of work documented within the Handrix application at the time of booking, (b) report the issue through the Platform within **14 days** of the Job's completion for an unsatisfactory or incomplete job or for an accidental property damage, (c) cooperate with our investigation, including providing photographs, receipts, and reasonable access to the affected area, (d) be in good standing with no outstanding balances, and (d) have followed the Pro's and the Platform's safety and access instructions

Exclusions. The Guarantee does not cover, among other things: issues falling out of the explicit scope of work documented within the Handrix application at the time of booking pre-existing conditions; latent defects; normal wear and tear; cosmetic damage that does not impair function; damage caused by Client-supplied parts or instructions; manufacturer defects (which are addressed under Section 11.5); loss of cash, securities, gift cards, fine art, antiques, jewelry, or other items of unusual value; data, electronic files, or digital assets; pets; loss of use, business interruption, or consequential damages; flooding, mold, fungi, or weather events; acts of third parties or contractors not engaged through the Platform; Services arranged outside the Platform; and any damage already covered by your insurance.

Primary coverage. Your own insurance is primary. The Guarantee applies only to amounts your insurance does not cover and only as expressly stated here.

15. Memberships and Recurring Services

If you enroll in a Handrix membership or schedule a recurring Service (for example, a quarterly HVAC check or a monthly maintenance visit), you authorize us to charge your payment method for each scheduled occurrence at the then-current rate. We will tell you the cadence, price, and how to cancel at the time of enrollment.

Automatic renewal. Memberships renew automatically until you cancel. We will send a reminder before each renewal where required by law. You can cancel a membership or stop a recurring Service at any

time in the Platform; cancellations made fewer than 24 hours before a scheduled occurrence may still be billed for that occurrence under Section 12.

Part IV — Home Intelligence

This Part explains how Handrix builds and uses information about your home over time. It is distinct from the AI-Assisted Diagnostics covered in Section 9, which operate on individual Diagnostic Submissions.

16. Home Profile

Each property associated with your account has a **Home Profile**. The Home Profile is a living record of the property's systems, appliances, fixtures, and components, together with the repair, installation, inspection, and maintenance activity that occurs through Handrix.

A Home Profile may include:

- identification of installed equipment (make, model, serial number, age, warranty status);
- photographs and notes captured by Pros during Jobs and by you in Diagnostic Submissions;
- diagnostic readings, measurements, and technician observations;
- the work performed, Parts replaced, and materials used;
- homeowner confirmations and corrections to Pro-submitted data;
- manuals, receipts, and other documents you or a Pro attach; and
- derived data points such as estimated remaining useful life, maintenance schedules, and recommended next steps.

Accuracy. Handrix combines inputs from multiple sources. Some entries are made by Pros under time pressure and may contain errors. We strive for accuracy but do not warrant that any specific entry in your Home Profile is correct or complete. You can review and propose corrections at any time through the Platform.

Ownership and access. Information about your home is yours to view and use. Handrix retains a license to the Home Profile data sufficient to operate the Platform, train and improve our models, generate Home Intelligence and Building Intelligence (Section 18), and meet legal obligations, as further described in our Privacy Policy. When you close your account, you can request from support a downloadable export of your Home Profile in a portable format. We may retain de-identified data after account closure as permitted by law.

17. Predictive Maintenance, Alerts, and Recommendations

Handrix uses your Home Profile, public data, manufacturer specifications, and patterns learned across many homes to generate **Home Intelligence outputs**, which may include maintenance reminders, condition scores, failure-risk indicators, recommended preventative actions, replacement suggestions, and estimated costs.

Home Intelligence outputs are informational only. Like AI Outputs at booking, they are not a professional inspection, a code-compliance review, a warranty, a guarantee of performance, or advice from a licensed plumber, electrician, HVAC contractor, structural engineer, or other professional. Do not rely on them as the sole basis for decisions that could affect safety or significant cost. Always confirm important findings with a qualified, licensed professional.

Limitations. Predictions are probabilistic. Equipment may fail earlier or later than predicted; recommended actions may not be appropriate for every situation; and conditions specific to your property may not be captured in the data. You remain responsible for the operation and maintenance of your home.

18. Multifamily Building Intelligence

Many of our users live in condominiums, co-operatives, and other multifamily properties. With the right safeguards, anonymized patterns across units in the same building can produce useful insights — for example, identifying common HVAC equipment configurations, recurring plumbing failure points, or efficient upgrade paths.

What we use. To generate **Building Intelligence**, we may combine **de-identified and aggregated** data drawn from Home Profiles within the same building, neighborhood, or building type. We do not include personal identifiers, account names, addresses below the unit-anonymized level, or photographs that could reasonably identify a specific resident in Building Intelligence outputs.

How we share it. Building Intelligence outputs may be made available to:

- you, to help you understand how your unit compares to others in your building;
- Pros bidding on or performing a Job in the building, to help them prepare accurately;
- the building’s condominium board, co-operative board, homeowners association, or property manager, where they have a legitimate operational need and we have confirmed their authority; and
- aggregated industry reports that do not identify any individual home or resident.

Your control. You may request from Handrix support to opt out of contributing your Home Profile data to Building Intelligence at any time, in which case your unit’s data will no longer be used to compute

new building-level outputs. Aggregated outputs already generated cannot be “untangled” after the fact, but they remain de-identified.

19. Your Data Rights

You can:

- view, correct and annotate entries in your Home Profile;
- export your Home Profile data in a machine-readable format;
- request Handrix support to opt out of Home Profile and Building Intelligence contributions;
- delete your account, subject to retention required by law or legitimate business needs (such as tax, dispute resolution, or fraud prevention); and
- exercise additional rights described in our Privacy Policy and applicable law (for example, the California Consumer Privacy Act, the Colorado Privacy Act, and similar state laws).

Part V — Rules of the Platform

20. Acceptable Use

You agree not to, and not to permit anyone else to, use the Platform to:

- violate any law, regulation, building code, license requirement, or third-party right;
- engage in fraud, misrepresentation, identity theft, or money laundering;
- submit Diagnostic Submissions or other Content that is misleading, fabricated, manipulated, or that depicts a property or condition you do not have the right to submit;
- upload photographs or video of people without a reasonable basis, or of private spaces beyond what is needed to describe the home problem;
- attempt to manipulate AI Outputs, ratings, or pricing through automated tools, prompt injection, or coordinated inauthentic activity;
- circumvent the Platform to arrange or pay for Services off-platform with a Pro you met through Handrix during the 12 months following your first introduction, except as expressly allowed in writing by Handrix;
- harass, threaten, discriminate against, or harm any Pro, Client, employee, or other person;
- upload malware, scrape or data-mine the Platform, reverse-engineer it, or access it through automated means without our written consent;
- resell, redistribute, or use Parts for purposes other than the booked Job; or
- use the Platform for any commercial purpose unrelated to the booking and provision of Services, including lead resale or unauthorized advertising.

21. User Content and Reviews

You retain ownership of the Content you submit, including Diagnostic Submissions. By submitting Content, you grant Handrix a non-exclusive, worldwide, royalty-free, sublicensable, transferable license to host, store, use, reproduce, modify, create derivative works from, display, and distribute that Content for the purposes of operating, promoting, and improving the Platform — including for AI-Assisted Diagnostics, Home Intelligence, and Building Intelligence, and including for training and refining the automated systems described in Section 9 and Section 17. Where we use Content to train or improve models, we apply commercially reasonable de-identification techniques.

You represent that you have the right to submit the Content, that your Content is truthful, that it does not infringe any third-party rights, and that it complies with these Terms. We may remove Content that violates these Terms or that we determine in good faith is misleading, harmful, or otherwise inappropriate.

Reviews must reflect your honest first-hand experience. We may use moderation tools, including automated systems, to detect and remove fake or incentivized reviews.

22. Intellectual Property

The Platform, including its software, AI models, design, text, graphics, logos, trademarks, the names “Handrix,” “Home Intelligence,” “Building Intelligence,” and all related marks (collectively, the “Handrix IP”), is owned by Handrix or its licensors and is protected by U.S. and international intellectual property laws.

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for personal, non-commercial purposes consistent with these Terms. All rights not expressly granted are reserved. You may not copy, modify, distribute, sell, lease, or create derivative works based on the Handrix IP, except as permitted by law.

23. DMCA / Copyright Complaints

If you believe Content on the Platform infringes your copyright, send a notice that complies with 17 U.S.C. § 512(c)(3) to our designated agent:

Copyright Agent, Handrix, Inc., 614 N Dupont Hwy, Ste 210, Dover, DE 19901

Email: legal@handrix.com

A complete notice must include: your contact information; a description of the work you claim was infringed; the location of the allegedly infringing material on the Platform; a statement of good-faith belief; a statement made under penalty of perjury that the information is accurate and that you are authorized to act; and your physical or electronic signature. We may terminate the accounts of repeat infringers.

Part VI — Legal Terms

24. Disclaimer of Warranties

THE PLATFORM, AI OUTPUTS, HOME INTELLIGENCE OUTPUTS, BUILDING INTELLIGENCE OUTPUTS, PARTS, AND ALL SERVICES BOOKED THROUGH THE PLATFORM ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, OR QUIET ENJOYMENT. HANDRIX DOES NOT WARRANT THE QUALIFICATIONS, CONDUCT, OR WORK OF ANY PRO, THE ACCURACY OR COMPLETENESS OF ANY AI OUTPUT OR HOME PROFILE, OR THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. PARTS ARE COVERED ONLY BY THEIR MANUFACTURERS’ WARRANTIES, IF ANY, AS DESCRIBED IN SECTION 11.5.

Some states do not allow the exclusion of certain warranties; in those states, the exclusions in this Section apply only to the extent permitted by law.

25. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HANDRIX AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, USE, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THESE TERMS, THE PLATFORM, ANY SERVICE, ANY PART, ANY AI OUTPUT, ANY HOME INTELLIGENCE OUTPUT, ANY BUILDING INTELLIGENCE OUTPUT, OR THE CONDUCT OF ANY PRO OR THIRD PARTY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

OUR AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS OR THE PLATFORM WILL NOT EXCEED THE GREATER OF (A) THE AMOUNTS YOU PAID TO HANDRIX IN THE SIX (6) MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM, OR (B) ONE HUNDRED U.S. DOLLARS (\$100).

Some states do not allow the limitation or exclusion of certain damages; in those states, the limitations in this Section apply only to the extent permitted by law. The Guarantee (Section 14) is the sole exception to these limitations and applies only as expressly described there.

26. Indemnification

You will defend, indemnify, and hold harmless Handrix and its officers, directors, employees, agents, affiliates, and licensors from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or relating to: (a) your use or misuse of the Platform; (b) any Diagnostic Submission or other Content you provide; (c) your violation of these Terms; (d) your violation of any law or any right of a third party, including a Pro or a person depicted in your media; or

(e) any dispute between you and a Pro or any third party connected to a Service. We may assume exclusive defense and control of any matter subject to indemnification, in which case you will cooperate with us at our reasonable request.

27. Dispute Resolution — Arbitration and Class Waiver

Read this Section carefully. It requires you and Handrix to resolve most disputes through individual, binding arbitration rather than in court, and it waives the right to participate in class actions. It limits remedies that would otherwise be available.

27.1 Informal resolution first

Before filing a claim, you and Handrix agree to try to resolve any dispute informally for at least 60 days. To begin, send a written notice to legal@handrix.com describing the dispute and the relief you seek. We will respond and may request a phone call. Limitation periods are tolled during informal resolution.

27.2 Binding arbitration

If informal resolution does not succeed, you and Handrix agree that any dispute arising out of or relating to these Terms, the Platform, any AI Output, any Part, or any Service — except as carved out below — will be resolved exclusively by individual, binding arbitration administered by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules and Consumer Due Process Protocol, as modified by these Terms. The Federal Arbitration Act governs this Section.

27.3 How arbitration works

- The arbitration will be conducted by a single neutral arbitrator.
- It will take place in the county where you reside or another mutually agreed location. For claims under \$25,000, you may elect documents-only or telephonic arbitration.
- The arbitrator may award the same individual relief a court could award, but may not award class, collective, or representative relief.
- Each side will pay its own attorneys’ fees, except where a statute or rule provides otherwise.
- AAA filing fees will be allocated as set by the AAA rules; we will pay the share required for our arbitration agreement to be enforceable.

27.4 Class-action waiver

YOU AND HANDRIX EACH WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR REPRESENTATIVE PROCEEDING. CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY.

If the class-action waiver is found unenforceable as to a particular claim or remedy, that claim or remedy will be severed and adjudicated in court, while the rest of this Section remains in effect.

27.5 Carve-outs

Either party may: (a) bring an individual action in small-claims court if it qualifies; (b) seek injunctive or equitable relief in a court of competent jurisdiction to protect intellectual property rights; and (c) participate in any government enforcement action.

27.6 30-day opt-out

You can opt out of this arbitration agreement by sending written notice to legal@handrix.com within 30 days of first accepting these Terms. Your notice must include your full name, the email associated with your account, and a clear statement that you wish to opt out of arbitration. Opting out will not affect any other provision of these Terms.

28. Governing Law and Forum

These Terms are governed by the laws of the State of New York, without regard to its conflict-of-laws principles. Except for matters subject to arbitration under Section 27, you and Handrix consent to the exclusive jurisdiction of the state and federal courts located in New York, NY.

Part VII — Other Provisions

29. Suspension and Termination

You may stop using the Platform and close your account at any time. We may suspend, restrict, or terminate your access — with or without notice — if we believe you have violated these Terms, if continued access would harm Handrix, Pros, Clients, or third parties, if required by law, or for other legitimate operational reasons. Sections that by their nature should survive termination (including Sections 11, 14, 19, 21–28, 31, 34, and 35) will continue to apply.

30. Changes to the Terms

We may update these Terms from time to time. If we make a material change, we will give you reasonable advance notice through the Platform, by email, or by another reasonable means before the change takes effect. Continued use of the Platform after the effective date constitutes acceptance of the updated Terms. If you do not agree, you must stop using the Platform.

31. Third-Party Services and Suppliers

The Platform may contain links to, or integrations with, third-party websites, applications, hardware, manufacturers' portals, payment processors, mapping services, shipping carriers, parts suppliers, or other services. We do not control and are not responsible for any third-party service, supplier, or its terms. Your use of any third-party service is at your own risk and subject to that third party's terms and privacy practices.

32. App Stores and Mobile Devices

If you obtain a Handrix mobile application from a third-party platform (such as the Apple App Store or Google Play), your use of that application is also subject to that platform's usage rules. Apple, Inc. and Google LLC are third-party beneficiaries of these Terms solely with respect to the applications distributed through their platforms and may enforce these Terms against you to that limited extent. Apple and Google have no obligation to provide maintenance, support, warranty, or claims handling for the application; those obligations, where they exist, rest with Handrix.

33. Force Majeure

Handrix is not responsible for delays or failures to perform that are caused by events outside our reasonable control, including natural disasters, severe weather, fire, flood, war, terrorism, civil unrest, labor disputes, pandemics, government action, internet or utility outages, supply chain disruption, or other force majeure events.

34. General

Entire agreement. These Terms, together with our Privacy Policy and any policies or terms incorporated by reference, are the entire agreement between you and Handrix regarding the Platform and supersede any prior or contemporaneous agreements on that subject.

Severability. If any provision is held unenforceable, the remaining provisions remain in effect, and the unenforceable provision will be reformed to the minimum extent necessary to make it enforceable.

No waiver. Our failure to enforce any provision is not a waiver of that provision.

Assignment. You may not assign these Terms without our prior written consent. We may assign these Terms in connection with a merger, acquisition, financing, sale of assets, or by operation of law.

Notices. We may send you notices through the Platform, by email, or to a postal address you have provided. You may send us notices at the addresses listed in Section 36.

Relationship of the parties. Nothing in these Terms creates a partnership, joint venture, employment, franchise, or agency relationship between you and Handrix.

Headings. Section headings are for convenience only and do not affect interpretation.

Time limit on claims. Any claim arising out of or relating to these Terms or the Platform must be brought within one (1) year after the claim arose, except where a longer period is required by applicable law.

35. State-Specific Notices

California residents

Under California Civil Code § 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210. Your rights under the California Consumer Privacy Act and California Privacy Rights Act are described in our Privacy Policy.

Home improvement laws

Some jurisdictions regulate home improvement contracts, including requirements about written contracts, three-day cancellation rights, and contractor licensing. Those requirements apply between you and the Pro, not to Handrix. We encourage Clients to ask Pros for their license, proof of insurance, and a written scope of work before significant projects.

Other state-specific disclosures

Where state law imposes specific disclosure, cancellation, or remedy requirements that conflict with these Terms, those requirements control to the extent of the conflict, and the remainder of these Terms remain in effect.

36. Contact Us

Questions about these Terms or about the Platform:

Handrix technologies, Inc.

614 N Dupont Hwy, Ste 210, Dover, DE 19901

General: info@handrix.com

Legal, Privacy, Copyrights: legal@handrix.com

— End of Terms of Use —