

Nestimates Terms of Service

Last updated October 14, 2026

Effective October 14, 2026 for new accounts and November 16, 2026 for existing users

Effective date: October 14, 2026 for accounts created on or after that date. For a user who accepted an earlier version, this version takes effect on November 16, 2026, at least 30 days after the notice described below, and a Contractor accepts Part B of this version before its next bid is selected. Existing accepted Projects and Payment Schedules remain protected under Section 5.18. Publication does not backdate acceptance or increase a previously agreed fee.

Nestimates Inc., a Delaware corporation with its mailing and legal-notice address at 300 Delaware Avenue, Suite 210 #540, Wilmington, Delaware 19801 (“Nestimates,” “we,” “us” or “our”), operates <https://nestimates.com>, the Nestimates mobile applications and authorized Nestimates-hosted interfaces embedded on partner websites (collectively, the “Site”). Nestimates provides an online marketplace through which homeowners describe home improvement projects, licensed construction and trade businesses submit bids against a shared Project Brief, and the parties select, fund, document, perform and review the selected Project through the platform (the “Services”).

These Terms of Service (the “Terms”) are a legally binding agreement between Nestimates and you. Part A applies to all users. Part B applies additionally to Contractors and requires separate acceptance at onboarding. Section 5 (the “Payment Terms”) is incorporated into each Project Agreement. Our Privacy Policy at <https://nestimates.com/privacy-policy> describes our information practices and your choices. Nothing in these Terms limits a privacy right or obligation imposed by law. The content permissions in Section 6.3 and the Privacy Policy must be read consistently. Supplemental terms for an optional service apply only when that service is elected and its terms are accepted.

By selecting an acceptance control that identifies and links these Terms, by signing an agreement that incorporates them, or by accessing or using the Services after notice of them, you accept these Terms. Where you act for a business or property owner, you represent that you have authority to bind that person, and “you” includes that person. If you do not agree, do not create an Account or transact through the Services. Nestimates records affirmative assent at Account registration and for each transaction that requires separate consent.

IMPORTANT NOTICE: THESE TERMS CONTAIN A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER (SECTION 14), A LIMITATION OF NESTIMATES’ LIABILITY (SECTION 10), DISCLAIMERS OF WARRANTY (SECTION 9), A RELEASE OF CLAIMS BETWEEN USERS (SECTION 8.4), INDEMNIFICATION OBLIGATIONS (SECTION 11), A TWO-YEAR TIME LIMIT FOR CLAIMS (SECTION 14.7) AND A TWELVE-MONTH NONCIRCUMVENTION OBLIGATION (SECTION 4.4). THE ARBITRATION AGREEMENT MAY COVER PREEXISTING CLAIMS AS EXPLAINED IN SECTION 14.3, SUBJECT TO THE EXISTING-USER AND ACCRUED-RIGHT PROTECTIONS IN THESE TERMS. THEY AFFECT YOUR LEGAL RIGHTS. REVIEW THEM BEFORE ACCEPTING. YOU MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS AS DESCRIBED IN SECTION 14.3(b).

We may revise these Terms prospectively. We will identify the revised version and effective date and give at least 30 days’ advance email or prominent in-product notice of material changes, except where a shorter period is reasonably necessary to comply with law or address security, fraud or misuse. We will obtain renewed assent where required by law or where a revision requires a new Payment Authorization. Continued use after the notified effective date constitutes acceptance to the extent permitted by law. Changes do not apply retroactively to accrued claims or to a dispute of which Nestimates has already received written notice. Section 5.18 governs existing Projects and their prices, fees and Payment Schedules.

Contents. Part A contains the general terms, the legal classification of Nestimates and the Services, the Payment Terms, platform protections, dispute provisions and electronic-record consent. Part B contains the additional Contractor Terms. Part A and Part B form one agreement with Nestimates. The separate Project Agreement identifies the construction obligations between the Homeowner and the Contractor.

Part A General Terms

1 Definitions

Capitalized terms have the meanings below, in the singular or plural.

Accepted or Acceptance status: the platform status reached when a Homeowner selects a Contractor bid and separately authorizes the initial Selection deposit, and the processor confirms that payment has entered Processing. It permits the authorized introduction under Section 5.7. It is distinct from execution of the Project Agreement, Cleared funding, approval of completed work and authorization of any later payment. A failed or uncured Selection payment is governed by Section 5.5(g).

Accepted Price: the current agreed pre-tax contract price, consisting of the original accepted bid plus or minus all approved Change Orders. It excludes Payment Fees under Section 5.6(b). It describes contracted work and is distinct from Job Value, which describes completed, non-refunded work for fee calculation.

Account: the account created for you to access the Services.

Active Project: a Project for which the Project Agreement has been signed, the Contractor has confirmed the applicable dates, and Cleared funding covers the first Work Stage under the accepted Payment Schedule. For a single-Work-Stage Project, both Selection and the remaining 90% must be Cleared. For a staged Project, the required Start funding must be Cleared. Active status does not waive permits, cancellation restrictions or other prerequisites to the affected work.

Approved: a Stage for which the Homeowner has given express approval under Section 5.9, or that is deemed approved under Section 5.9(c).

Approved Complete: the state of a Project when its final Work Stage is Approved.

Authorization Request: a request for the Homeowner to affirmatively authorize a specific Funding Event, including its Project funding, tax, Payment Fee, total charge, payment method and timing. Each later Funding Event requires its own authorization under Section 5.5.

Business Day: Monday through Friday, excluding United States federal banking holidays, measured at the Project location or, where no Project applies, in Arizona using America/Phoenix time. A deadline stated in calendar days includes weekends and holidays. Statutory, banking and cancellation deadlines use the applicable law's definitions, even if different.

Change Order: a written change to the scope, price, tax or schedule of a Project accepted by both parties through the platform under Section 5.12.

Cleared: funds received and available for the relevant release through Stripe under Section 5.6. Authorization, initiation or a successful charge alone does not establish availability. Cleared funds may remain subject to a later lawful return, reversal or recovery.

Completion Package: an itemized billing for a Stage or final completion, identifying work performed, materials supplied, the amount requested, supporting photographs and required notices, delivered under Section 5.9.

Completion Review: the contractual review and payment process described in Section 5.9.

Contractor: a construction or trade business that has accepted Part B, has completed Nestimates' screening, and holds the active license, registrations and qualifications required for the work it bids on, including an active Arizona Registrar of Contractors license in a residential or dual classification covering the trade, or, for regulated pest-management services, an active Arizona Department of Agriculture pest management business license. A Provisional Contractor is a Contractor only to the extent stated in Section 2.11 and B15. References to a Contractor in Part B, in Sections 3.5, 4.2, 4.4, 6 and 12, and in any provision concerning bids, Accounts or user conduct include a Provisional Contractor.

Contractor Terms: Part B of these Terms.

Declared Tax: tax separately identified on a bid, Change Order or billing, using Contractor-supplied classifications and any calculation assistance under Section 5.15.

Dispute: has the meaning given in Section 14.3(a).

Earned Compensation: the cumulative pre-tax value of Approved work, including documented partial work approved through Resolution, less the Success Fee attributable to that work. Prior advances and payouts reduce the remaining amount payable and do not change this definition. Declared Tax is accounted for separately. Homeowner Payment Fees are excluded from Contractor compensation.

Funding Event: a single payment of Project funding by the Homeowner under the Payment Schedule, including the Selection, Start, Progress and Final payments and any Change Order payment. Separately stated Payment Fees may be collected with the payment but are not Project funding.

Funding Invariant: the requirement in Section 5.4 that the Cleared funding allocated to a Project, after relevant refunds and reversals, cover the cumulative agreed value and applicable tax of the Stages through the Stage about to begin.

Held Bid: a bid submitted by a Provisional Contractor that is retained by Nestimates and is not transmitted to, displayed to, counted for or capable of selection by a Homeowner unless and until the Contractor's screening is completed and the bid is released under Section 2.11 and B15.

Homeowner: a person or entity that posts a Project or contracts with a Contractor through the Services.

Issue: a report by either party under Section 5.10 concerning work, schedule, payment, safety or conduct on a Project.

Job Statement and Project Statement: the statements described in Section 5.17.

Job Value: the cumulative pre-tax value of completed work that is Approved or settled through Resolution, reduced by refunds or credits for that work. It includes completed Change Order work and excludes unperformed work, separately stated tax, Payment Fees and reimbursement of unused materials or cancellation costs. Projected fees use Accepted Price until actual Job Value is known.

Materials Draw: an advance against future Contractor compensation for eligible Project hard costs under Section 5.11. The advance is not itself earned compensation or approval of completed work.

Milestone Framework or Project Plan: the shared, versioned scope, Work Stages, percentage allocations, completion criteria and dependencies established for comparable bids on a Project. The Contractor confirms the applicable plan when bidding and when executing the Project Agreement. A Project Plan does not transfer control of construction methods or lawful performance to Nestimates.

Nestimates Parties: Nestimates and its affiliates, and their respective owners, officers, directors, employees, contractors, agents, licensors, successors and assigns.

Payment Administrator: Nestimates in the role described in Sections 2.2, 5.1 and 8.

Payment Authorization: the Homeowner's separately authenticated consent to a specific charge or debit, in the amount and at the time or objective trigger presented for that Funding Event. It is distinct from accepting these Terms, saving a payment method, selecting a bid or accepting a Payment Schedule.

Payment Fee: a separately disclosed Homeowner charge under Section 5.6(b). It includes the Nestimates ACH Payment Fee for bank debits and any permitted fee for another payment method. The ACH Payment Fee includes processing and payment administration and is not a representation of the processor's actual charge.

Payment Schedule: the Project-specific exhibit identifying each Funding Event, Project funding amount, applicable tax, Payment Fees and total payment, authorized date or trigger, funding gate and applicable notice requirements. Acceptance of that exhibit does not, by itself, authorize an account debit.

Payment Schedule Review: Nestimates' review of a proposed, custom or changed Payment Schedule under Section 5.4(f).

Payment Terms: Section 5 of these Terms.

Processing: the status of a payment after it has been initiated and before it is Cleared.

Project: a home improvement project posted through the Services, including the accepted bid and any Change Orders.

Project Agreement: the construction contract between a Homeowner and a Contractor for a Project, executed through the platform, which incorporates the Payment Terms.

Project Balance: Cleared funds allocated to a Project that remain unapplied to Contractor releases, authorized fee deductions or refunds. Separately collected Homeowner Payment Fees are recorded separately and excluded from the Project Balance. The ledger separately identifies funds received, reserved, advanced, released, refunded and remaining. It is a transaction record, not a deposit account or general-purpose stored balance.

Project Brief: the versioned description of the requested work, including confirmed specifications, disclosed assumptions, approved media, clarifications, exclusions and any separately identified optional work, made available for bidding through the Services.

Project Q&A: the shared question board for a Project described in Section 2.9, on which Contractor questions and Homeowner answers are visible to every Contractor bidding on that Project.

Provisional Contractor: a licensed business that has created an Account and accepted Part B but whose screening is not yet complete, as described in Section 2.11 and B15.

Resolution: the administrative process in Section 5.10 by which Nestimates addresses an Issue and administers the Project Balance.

ROC: the Arizona Registrar of Contractors.

Scope Update: a dated entry published to a Project under Section 2.9(c) recording a Homeowner answer or clarification that changes the shared scope.

Screened: describes a Contractor for which Nestimates has completed the specific checks identified on the relevant profile, bid card or screening notice, about the persons and records actually reviewed, as of the date of review, as further described in Section 4.3.

Selection, Start, Progress and Final funding: the Funding Events described in Section 5.4(a). Selection funding is the 10% payment the Homeowner authorizes when selecting a Contractor. Start, Progress and Final funding are the later Funding Events under the accepted Payment Schedule.

Site Verification Window: the period after selection and release of the Project address for the selected Contractor to verify the site, confirm its bid, propose a documented adjustment or withdraw under Section 5.13.

Stage: a component of the Project Plan. A Work Stage carries an agreed portion of the pre-tax price and has objectively described completion criteria. Procurement and Permit Stages track dependencies, documents or readiness and carry no separate completed-work value. Their costs, if included in the bid, are allocated to the relevant Work Stages. A Funding Event is distinct from a Work Stage.

Standing: the Contractor's tier (New, Established, Proven or Elite) and status (Good, Warning, Restricted or Suspended) under the Contractor Terms.

Stripe: Stripe, Inc. and its affiliates, our payment processor.

Success Fee: the fee payable by a Contractor under Section 5.2.

Withdrawal Fee: a Homeowner Withdrawal Fee under Section 5.13(e) or a Contractor Withdrawal Fee under B11. Both fees are \$0 for Projects governed by this version. An amendment cannot increase either fee for an existing accepted Project without the consent required by Section 5.18.

Working Day: a day on which active Project work is scheduled or performed. Waiting for materials, scheduling or approvals does not itself constitute active work. Working Days used to describe the work are distinct from calendar days used for contract duration and Business Days used for payment and administrative deadlines.

2 Description of the Services and Legal Classification of Nestimates

2.1 What the Services do. Homeowners submit Project information and Contractors provide bids against a shared scope and Project Plan. Homeowners compare price, materials, timing, approach and stated warranties before choosing a Contractor. Bids omit direct contact details before the authorized introduction. A bid is the Contractor's offer on its disclosed terms, validity period and site-verification conditions. It is not a price or performance warranty issued by Nestimates. Accepted status begins the introduction and funding process under Section 5.7. Both parties sign their complete Project Agreement online before the Contractor's verification visit. The construction engagement becomes binding on execution, subject to applicable cancellation rights. Selection funding does not itself approve completed work or authorize later payments.

2.2 Legal classification of Nestimates and the Services

The following provisions describe the Services Nestimates undertakes and the intended allocation of responsibilities. Legal classification depends on applicable law and the actual operation of the Services. No label or contractual disclaimer eliminates a duty imposed by law. No user or automated tool may expand Nestimates' agreed scope without its authorized written acceptance.

(a) Online marketplace and third-party content. Nestimates operates a two-sided online marketplace and claims the protections available to it under 47 U.S.C. § 230 and other applicable law. Users supply Project details, bids, questions, answers, profiles, photographs, reviews and messages. The availability of a particular protection depends on the claim and Nestimates' actual role in creating or developing the information. Formatting, moderation or automation does not itself establish immunity for every output, and nothing here excludes liability that law imposes for Nestimates' own conduct.

(b) Not a contractor, builder, construction manager or consultant. Nestimates does not, for compensation or otherwise, undertake, offer to undertake, purport to have the capacity to undertake, bid on, or directly or indirectly supervise the construction, alteration, repair, improvement or demolition of any structure, and does not represent that it is able to supervise or manage a construction project for the

benefit of a property owner, including hiring or firing specialty contractors, scheduling work or selecting or purchasing construction materials, within the meaning of A.R.S. § 32-1101. Nestimates does not undertake the licensed construction services described here. Whether an activity requires a license is determined by applicable law, including A.R.S. § 32-1101, and its actual performance. The standardized Project Brief, Milestone Framework, Completion Review and payment administration are information-organization and transaction-administration tools provided to independent parties who alone decide whether, with whom and on what terms to contract.

(c) Not a party to the construction contract. The Project Agreement is solely between the Homeowner and the Contractor. Nestimates is not a party to it, does not guarantee either party's performance, does not assume either party's obligations and is not a surety, guarantor, insurer or warrantor of any bid, price, schedule, workmanship, material or outcome.

(d) Limited payment-collection agent of the Contractor only. For the sole purpose of receiving and processing payments that a Homeowner owes to a Contractor under the Project Agreement, each Contractor appoints Nestimates as its limited agent under Section 5.1(b) and B1, and each Contractor holds Nestimates out to the public in that role. A Homeowner's payment received by Nestimates or its designated processor in that capacity is receipt by the Contractor to the extent of the amount received, extinguishes the Homeowner's corresponding obligation and leaves the Homeowner with no risk of loss for Nestimates' failure to remit. Nestimates is not the agent of the Homeowner for any purpose, is not the Contractor's agent for any purpose other than payment collection and administration under Section 5, and has no authority to perform, direct or accept construction work for either party. The parties intend this arrangement to satisfy the payee-agent exemption in A.R.S. § 6-1202(A)(2) where its conditions are satisfied. Federal payment-processing requirements are assessed separately and are not established merely by this agency appointment.

(e) Project funding administration. Nestimates provides the payment administration stated in Section 5 and does not offer a bank account, investment, insurance policy or separately licensed escrow or trust service. The Project Balance is a transaction ledger describing Cleared funds allocated to an identified Project. It is not a general-purpose stored-value or interest-bearing account, and no interest or earnings are payable to users. A Materials Draw administers the Homeowner's Project funding as an advance against Contractor compensation, not as a loan by Nestimates. Any licensing, custody or other regulatory obligation is determined by applicable law and the actual payment configuration. Section 8.3 applies.

(f) Independent businesses. No employment, agency, partnership or joint venture. Contractors are independent businesses that control their own personnel, means, methods, sequencing, procurement, pricing, scheduling and safety. Nothing in these Terms or the Services creates an employment, joint-employment, agency (other than the limited collection agency in (d)), partnership, franchise, joint-venture or fiduciary relationship between Nestimates and any user. Neither a Contractor nor a Homeowner may bind Nestimates or represent that Nestimates has approved, supervised, inspected, warranted or guaranteed any work.

(g) Not a consumer reporting agency, licensing authority, insurer or professional adviser. Screening is performed for Nestimates' own marketplace eligibility decisions and is limited to the checks identified under Section 4.3 on the relevant profile, bid card or screening notice. Nestimates is not a consumer reporting agency, does not issue licenses, bonds or insurance, and does not provide construction, engineering, architectural, inspection, legal, tax, lien, permitting, insurance or other professional advice. Any consumer report used in screening is procured and used under B5.

(h) Marketplace and payment fees. Nestimates does not sell leads and charges no separate fee to post a Project, receive bids, submit bids or select a Contractor. Contractors pay the Success Fee only on completed, non-refunded work, collected at the corresponding work payout. Homeowners pay the applicable Payment

Fee on each funded transaction under Section 5.6(b), including Selection funding. The 0.75% ACH Payment Fee includes payment processing and administration and may exceed the processor's cost. An optional paid service requires separate disclosure and election. These fees compensate Nestimates for its own services and do not make it the construction contractor or a lender.

(i) Order of precedence. Mandatory law controls first. Within these Terms, this Section 2.2 and Section 8 control the characterization of Nestimates' role, the Payment Terms control platform administration and fees, and the mutually accepted Project exhibits control the agreed construction scope, price, tax allocation, lawful schedule and milestones between the Homeowner and the Contractor.

2.3 Project Funding. Stripe processes payments allocated to a Project. Funding precedes the corresponding work, and releases follow the Payment Terms for Approved work and eligible Materials Draws. Unused funds are refunded as provided in those terms. Nestimates acts as Payment Administrator and the Contractor's limited collection agent. This arrangement does not provide a bank account, interest-bearing deposit, insurance or a guarantee of Contractor performance.

2.4 Completion Review and Resolution. Each Work Stage is subject to the applicable completion, billing and review process. Either party may report an Issue at any time. Nestimates administers Issues and the Project Balance through Resolution under Sections 5.9 and 5.10. Procurement and Permit status updates do not themselves earn a work payout.

2.5 Separate construction agreement. The Project Agreement is between the Homeowner and the Contractor. Nestimates provides marketplace technology and payment administration and does not undertake the Contractor's construction obligations. Contractors retain responsibility for their personnel, construction methods, professional judgments, permits, safety and performance. Any optional administrative assistance remains subject to Section 8 and the separate description accepted for that service.

2.6 Availability. The Services are currently offered for home improvement Projects at residential property located in the State of Arizona, and Project funding is available only for eligible Arizona Projects. Access to the Site from another location does not mean that the Services or funded Projects are offered there, and Nestimates does not direct the Services to residents of any other jurisdiction. Additional jurisdictions or features may require supplemental terms and onboarding. We may change availability, decline unsupported transactions or discontinue a feature, subject to applicable law and the settlement obligations for existing Projects in Section 12.4.

2.6.1 Emergencies. Nestimates is not an emergency service. Do not use the platform to request an emergency response or wait for a platform reply when immediate assistance is needed. For an emergency, call 911. Contact the appropriate utility emergency line for a suspected utility hazard and follow emergency responders' instructions. A paused request or support message does not mean emergency help has been dispatched.

2.7 Project Briefs and confirmed scope

(a) Submissions and clarification. You must provide accurate information within your knowledge and authority, identify uncertainty, and respond to material clarification requests. Nestimates may organize and format submissions, using automated tools, into a Project Brief. The Services may publish or update a brief once the necessary information and specific scope choices have been confirmed. An explicit answer may confirm the particular choice it addresses. Silence does not approve an added item, material assumption, scope reduction, changed pricing basis or conversion to a paid diagnostic visit.

(b) Source records and limitations. Original submissions and later revisions may be retained for Project administration, verification and dispute resolution under the Privacy Policy. A formatted brief, diagram, quantity or material layout may be based on reported or estimated information. It is not a field

measurement, engineered design, fabrication template or assurance of code compliance. The Contractor must identify material uncertainties before bidding or acceptance and perform the site verification reasonably required for its trade before purchasing, fabricating or performing affected work. A verification requirement does not permit an undisclosed or unilateral price increase.

(c) Material changes. A material clarification affecting the common scope must be incorporated into the shared revision and made available to affected bidders. Affected bids require reconfirmation against that revision before acceptance. Optional additions and alternatives must remain identifiable. Nestimates may pause affected bidding while material information is corrected. The accepted Project Agreement must identify the controlling brief, bid, selected option and attachments.

(d) Homeowner approval. Before a Project Brief is opened for contractor bidding, the Homeowner receives the completed brief and may approve it or request modifications. Approval identifies the exact version. An automated composition or internal review does not replace that approval. Later material scope changes follow the same confirmation and version rules.

2.8 Shared Project Plans

(a) Work and dependencies. Stages follow the actual scope and meaningful completion checkpoints. A job requiring one or two active Working Days ordinarily has one Work Stage, such as “Complete project.” A longer job uses multiple Work Stages only when the work supports distinct, verifiable checkpoints. A trade label, Project price or waiting period alone does not require extra Work Stages. Materials and permits remain within the Project Plan as dependencies. They block only work that legally or practically depends on them, rather than automatically creating a payable Work Stage.

(b) Shared allocations. Each bid and each Good, Better or Best option for the same scope uses the same Work Stages and percentage allocations. Stage dollar amounts follow the selected pre-tax price, with rounding reconciled to that price. In a standard staged plan, each Work Stage represents at least 5%, the first represents no more than 40%, and the last represents at least 10% of that price. The allocations total 100%. A single Work Stage represents 100%. A material alternative scope must be separately identified and reviewed for its appropriate plan.

(c) Review and versions. Contractors confirm the shared plan and may request review of a material scope, sequencing or allocation problem. They may not privately replace the shared stage names, order or percentages for an otherwise comparable bid. The first bid released for Homeowner comparison locks the plan for that bidding version. A subsequent material correction creates a new version and requires affected bidders to reconfirm. The parties accept the final plan before signing. After signature, a change affecting contractual scope, price, stage value or schedule requires a Change Order. Nestimates records an approved exception and its reasons. A stage allocation review does not independently amend payment rules or authorize a charge. A Held Bid does not independently lock the shared Project Plan before it is released for Homeowner comparison. Material scope changes still require the reconfirmation described in Sections 2.7 and 2.9. A standard Project Plan has no more than eight total Stages, including Procurement and Permit entries. More than four Work Stages requires Payment Schedule Review before acceptance.

2.9 Project Q&A and communications before selection

(a) Shared question board. Where available, a Contractor may ask the Homeowner a question about a Project through Project Q&A. Nestimates may use automated tools to check whether the Project already answers the question, to recognize duplicate questions and to route the question. Questions are presented to the Homeowner without the asking Contractor's identity, and each question and the Homeowner's answer are visible to every Contractor bidding on that Project. A Contractor may not use a question to identify itself, to solicit contact, to disparage another bidder or to negotiate privately. Nestimates may reformat or redact a question, decline to publish it, or publish a nonidentifying scope clarification to the Project audience.

(b) No private contact before selection. Before the authorized introduction, there is no private Contractor-to-Homeowner messaging, and users must not insert telephone numbers, email addresses, external links, identifying contact instructions or other workarounds intended to solicit an off-platform transaction into any Project content, bid, question or answer. Nestimates may redact such information. Bid-specific clarifications may remain between the relevant parties and Nestimates.

(c) Scope Updates and bid review. An answer or clarification that changes the shared scope is published as a dated Scope Update and follows Section 2.7(c). A Contractor that has already bid will be prompted to review the Scope Update and either keep its existing bid or revise it. A bid that is not reconfirmed against a material Scope Update within the period stated in the prompt may be marked unconfirmed and may not be selected until reconfirmed. A Contractor that keeps its bid after a Scope Update accepts the updated scope at its existing price.

(d) Records. A message, question, answer, telephone discussion, recording or automated summary does not replace a required bid revision, signed agreement, Change Order or Payment Authorization. Nestimates may retain Project Q&A content and use it, in a form that does not identify the Homeowner, to improve intake questions and the Services for future Projects.

2.10 Bid contents and warranties

A Contractor must identify its price, included work, materials and material specifications, proposed approach, timing, tax treatment, exclusions, allowances, optional upgrades and applicable warranty terms. Mandatory charges for the offered scope must be included or clearly itemized. An optional upgrade does not become part of the Project without the Homeowner's acceptance. Warranty descriptions or badges reflect the Contractor's stated undertaking and must be supported by the terms included in the Project Agreement. Nestimates does not issue that construction warranty. The Contractor must distinguish workmanship and manufacturer coverage and preserve applicable statutory and implied warranties. Every bid for ROC-regulated work displayed to a Homeowner carries the Contractor's ROC license number as required by A.R.S. § 32-1124. A regulated pest-management business identifies its applicable Arizona Department of Agriculture business license and supplies the disclosures required for its services. Contractors authorize required license disclosures. A public license record may identify a business despite the platform's use of a nonidentifying bid label. Nestimates does not promise a minimum number of bids, a particular response time, savings or a winning bid unless a separate written promotion expressly provides it.

2.11 Provisional Contractors and Held Bids

(a) Provisional status. A licensed business may create an Account, accept Part B and view Project opportunities before Nestimates completes its screening. During that period it is a Provisional Contractor. A Provisional Contractor sees the same pre-selection Project information that Screened Contractors see, may receive Project alerts it has opted into, and may prepare and submit bids. Each bid it submits is a Held Bid.

(b) Held Bids. A Held Bid is a conditional submission to Nestimates. It is not transmitted to, displayed to, counted for, or capable of acceptance or selection by a Homeowner, and no Homeowner is given notice of it, unless and until screening is completed and the bid is released. A Held Bid therefore creates no offer to, and no contract with, any Homeowner. A Held Bid remains held for the bid validity period in Section 5.13(a) and closes without release if the Project is awarded or closed first, as provided in B15(c). A Provisional Contractor may revise or withdraw a Held Bid at any time before release. If the Project Brief changes while a bid is held, the Held Bid must be reconfirmed before release.

(c) Release. Nestimates releases a Held Bid only after the screening confirmation described in B15(d). Nestimates may decline to release a Held Bid, and may decline or end provisional access, in its reasonable discretion and without liability. Provisional status confers no right to be approved, counted among Screened Contractors, or described as Screened.

3 Eligibility and Accounts

3.1 Eligibility. You must be at least 18 years old and legally able to enter binding contracts. Contractors must maintain the licenses, insurance and qualifications required for the scope and location and complete the required connected-account onboarding before a bid can be selected for payment. Nestimates does not offer an unlicensed or handyman-exemption path. A business may bid only on work within the classification of its active license or registration. Homeowners must own the Project property or have the owner's authority to contract for the work, and the property must be residential property in Arizona. Before Selection funding, the Homeowner must save an eligible payment method, accept the applicable Payment Schedule and give the separate Payment Authorization. Nestimates may decline, suspend or limit any Account or transaction that it reasonably determines presents fraud, payment, safety, legal or reputational risk.

3.2 Registration, authority and security. You must provide accurate and current information, protect your credentials and promptly report suspected unauthorized activity to support@nestimates.com. Each authorized representative must use an individually assigned credential where that feature is available. You are responsible for actions within the authority you grant and for losses attributable to your failure to use reasonable account security, subject to nonwaivable payment rights. Removal of authority is effective prospectively once processed with reasonable time to act. You may not impersonate another person, create an Account for another person without authority, or transfer an Account without our consent. We may verify authority, require additional authentication and restrict disputed access.

3.3 Identity and screening. We may request identity, ownership, payment and eligibility information reasonably necessary to provide the Services, prevent fraud and comply with law. Contractors are subject to Part B. These Terms do not substitute for a separate disclosure, authorization or legally required consent for a particular check. Failure to provide required information may prevent selection, payment or continued access.

3.4 Service communications. Service notices may be delivered by email, push notification or through the Services. You must keep your contact information current. Marketing consent is never a condition of using the Services or purchasing anything through them. Where you separately opt into texts or calls, Section 3.5 applies.

3.5 Text Messaging Terms

(a) Programs. Nestimates operates two text messaging programs. Nestimates Contractor Alerts sends Contractors new Project alerts in the trades and service areas they select, reminders about bids they have started, updates on their bids and account screening, and replies from the Nestimates automated assistant. Nestimates Homeowner Status sends Homeowners messages about a Project they posted, such as new bids, Contractor questions, funding and status updates. Nestimates is the only sender. Messages may be sent using an automatic telephone dialing system or other automated technology where you have consented to that.

(b) Consent. You enroll by checking an unchecked consent box beside your mobile number in the Services and confirming the number with a one-time code or, where offered, a YES reply. Your consent belongs to the number you confirmed and to you. Changing the number ends the prior consent and requires a new one. Consent is not a condition of creating an Account, posting a Project, bidding or purchasing any service. A Homeowner's consent covers texts about the Homeowner's own Projects and account and does not authorize marketing texts, which require a separate consent. Message frequency varies. Message and data rates may apply.

(c) Opting out and help. Reply STOP, QUIT, END, REVOKE, OPT OUT, CANCEL or UNSUBSCRIBE to any message, or use any other reasonable method, to stop receiving texts. One STOP ends every Nestimates text program to that number. We may send one confirmation message. Reply HELP for help or contact support@nestimates.com. Opting out of texts does not close your Account. Necessary Project notices will instead use email or the Services, and you remain responsible for monitoring those channels.

(d) Carriers and delivery. Wireless carriers are not liable for delayed or undelivered messages. Delivery depends on carriers and networks outside Nestimates' control, and a text is not a legally required notice unless law or these Terms specifically permit that method. Do not read or respond to texts while driving.

(e) Privacy. We do not sell, share or provide your mobile number or text-messaging consent data to third parties or affiliates for marketing or promotional purposes. The Privacy Policy describes our other handling of personal information. Releasing a selected Contractor's or Homeowner's contact details to the other party for a Project under Section 5.7 is a Service function, not marketing.

(f) Automated assistant. Replies from the Nestimates automated assistant are informational. They cannot add work, accept a bid, authorize a payment or draw, amend an agreement, waive a requirement or amend these Terms. Section 6.5 applies.

4 User Obligations and Conduct

4.1 General obligations. You must provide accurate information and comply with applicable construction, licensing, tax, consumer-protection, antidiscrimination, telemarketing, employment and privacy laws. Use the Services only for lawful purposes related to home improvement Projects. Fund and pay valid amounts when due under the Payment Terms and maintain your required qualifications, eligibility and current contact details.

4.2 Prohibited conduct. You agree not to:

(a) Post false, misleading or unlawful content, including false project details, false credentials or false license information, or omit information that makes a Project Brief or bid materially misleading.

(b) Mark a Stage or Project complete that is not complete, or submit photographs that misrepresent the state of the work.

(c) Request a Materials Draw for costs that are not eligible or not genuine, or use Materials Draw funds for any other purpose.

- (d) Declare tax that is not owed, or misstate a tax classification, rate or amount.
- (e) Make, accept or facilitate any payment for a Project outside the platform, or otherwise circumvent Nestimates as described in Section 4.4.
- (f) Report an Issue that you know to be unfounded, or withhold approval in bad faith.
- (g) Post, solicit, buy, sell or procure a fake, incentivized-but-undisclosed, or insider review or rating, or threaten, pay or pressure another user to post, remove or change a review.
- (h) Harass, discriminate against or harm a person, impersonate another person, or create a false Account.
- (i) Access nonpublic systems, use bots, scrapers or automated tools to access or extract content or personal information, evade technical limits, deploy malicious code, interfere with the Services or reverse engineer protected software, except to the extent a restriction is prohibited by applicable law. You may not use platform content, bid data or the Milestone Framework library to build, train or improve a competing database, model or service without written permission.
- (j) Misuse personal information obtained through the Services, including contact details released at selection and the Project address, or use it for any purpose other than the Project.
- (k) Fail to notify Nestimates promptly of any safety incident, suspected illegal activity or material concern relating to a Project.

4.3 Screening and contracting responsibilities. A Contractor is Screened (Section 1) only as to the specific checks identified on the relevant profile, bid card or screening notice, about the persons and records actually reviewed, as of the date of review. License and insurance information may change after review. A check of an owner or qualifying party does not mean every worker or subcontractor has been checked. Pending complaints are allegations. Screening, ratings, tiers and Standing are not warranties, endorsements, recommendations or guarantees of performance. The Contractor remains responsible for required licenses, insurance, permits and personnel, and the Homeowner should verify suitability for the particular scope. Project-specific duties must be allocated in the Project Agreement, without shifting the Contractor's statutory duties to the Homeowner.

4.4 Noncircumvention

(a) Restricted conduct. For twelve months after you are introduced to another user through the Services, you will not, directly or indirectly, perform, engage, contract for, pay for or accept payment for the introduced Project, or substantially the same work at the same property, outside the Services, including through an affiliated person or entity, without Nestimates' prior written consent. This obligation survives cancellation of the Project and closure of your Account.

(b) Contractor fee recovery. If a Contractor performs restricted work outside the Services, Nestimates may recover the additional Success Fee that would have been payable had all completed on-platform and restricted off-platform work for that Project been processed together. The calculation applies the Project's marginal fee schedule once to that combined pre-tax, non-refunded value, then subtracts Success Fees actually retained for the same work. No fee is charged on unperformed work or counted twice. Payment is due within ten Business Days after an itemized demand, subject to good-faith dispute rights and B8. Nestimates may restrict further use while investigating.

(c) Homeowner participation. A Homeowner who knowingly assists restricted off-platform contracting or payment is responsible, to the extent permitted by law, for Nestimates' resulting actual lost Success Fee calculated under (b), and in no event for more than the Success Fee that would have been payable on the Accepted Price of the introduced Project or, if there is no Accepted Price, on the price of the bid the Homeowner selected. A Contractor's debt is not automatically the Homeowner's debt. Nestimates will give an explanation of the evidence and calculation and a reasonable opportunity to respond. A disputed claim

belonging to Nestimates is resolved under Section 14, not through Nestimates' own Resolution determination. A Homeowner's refundable funds may not be applied to that claim without the Homeowner's separate written settlement or a binding court or arbitral determination permitting it.

(d) Exclusions. This Section does not restrict a documented business relationship predating the platform introduction, unrelated future work, or a Project genuinely abandoned without restricted work being performed. Cancellation, nonresponse or a permit record alone does not establish circumvention. A party relying on a preexisting relationship must provide reasonably available contemporaneous evidence on request. The restriction concerns the introduced Project or substantially the same work at the same property, not all future dealings between the parties.

(e) Single compensatory recovery. All payments or recoveries for the same lost Success Fee are credited against one aggregate loss. This provision compensates Nestimates for a fee actually lost and does not impose a penalty or a minimum hypothetical Project value. Reasonable collection costs and attorneys' fees may be recovered as provided in Section 14.8 and applicable law.

(f) Reporting and relief. Report attempted circumvention through the Services or support@nestimates.com. You acknowledge that circumvention would cause Nestimates harm for which monetary damages may be an inadequate remedy, and Nestimates may seek appropriate interim or final injunctive relief under Section 14 in addition to fee recovery. Any bond or other condition remains for the court or arbitrator to determine under applicable law.

(g) Protected cancellation. Exercising a statutory or expressly granted cancellation right does not itself incur a fee or liability under this Section. No restriction here impairs that right. A separately proven later evasion is assessed only to the extent consistent with the applicable cancellation law.

4.5 Content moderation. No duty to monitor. Nestimates may, but does not undertake to, monitor, review, screen, edit, redact, restrict, remove or refuse to publish any user content, and may investigate suspected violations, preserve evidence and restrict or correct content in its reasonable discretion. We may act immediately where necessary to address fraud, safety, security or legal requirements. Our decision to review, or not to review, particular content does not create a duty to other users or third parties, and we are not responsible for the accuracy, legality or quality of user content. Good-faith complaints, lawful reports to authorities and honest reviews are permitted and are never treated as a violation.

5 Payment Terms

These Payment Terms govern funded Projects. Mandatory law controls first. The mutually accepted Project exhibits control the agreed scope, price, tax allocation, lawful schedule and milestones. These Payment Terms control platform administration, fees, Payment Authorizations and releases. An exhibit cannot impose an obligation on Nestimates, alter its fees or override these Payment Terms without Nestimates' express written acceptance. Neither these Terms nor an exhibit waives a nonwaivable construction, cancellation, lien or prompt-payment right.

5.1 Roles of Nestimates and Stripe

(a) Payment processing and records. Payments are processed through Stripe or another identified processor and its banking partners. Nestimates maintains the Project ledger and instructs permitted transfers, payouts, refunds, fee deductions and reversals under these Terms. Project funding is allocated to the identified Project and is not available for general withdrawal or unrelated purchases. Payment-processing arrangements, settlement timing and available methods are subject to the actual payment configuration and applicable processor requirements. Amounts contractually owed to Nestimates may be transferred to Nestimates as fees. Homeowner funds may not be diverted to an unrelated Project.

(b) Limited collection agency. Each Contractor appoints Nestimates as its limited agent to receive Project payments through the designated processor. Receipt by Nestimates or its designated processor acting for that Contractor satisfies the Homeowner's corresponding obligation to the extent of the payment actually received. The Contractor bears the risk of subsequent failure by Nestimates to remit received funds and will not require the Homeowner to pay that amount again. The Contractor holds Nestimates out, and Nestimates identifies itself, as the Contractor's collection agent on the payment screen and in the Project Agreement and Contractor profile. This appointment does not authorize Nestimates to perform construction services for the Contractor or make Nestimates the Contractor's agent for any other purpose.

(c) Returns and reversals. An authorization that produces no received payment does not discharge a debt. If a received payment is later returned or reversed, the underlying obligation is assessed under applicable law and the reason for reversal. A lawful bank dispute does not, by itself, establish that the Homeowner owes the amount again. A valid unpaid obligation may still be collected through lawful procedures, with credit for every payment and recovery. The Homeowner does not bear Nestimates' remittance risk after receipt. These Terms do not waive bank dispute, error-resolution or refund rights.

(d) Downstream payment. The Contractor must pay subcontractors and suppliers when applicable law requires, including A.R.S. § 32-1183 where applicable. These Terms do not postpone legal receipt of payment until a discretionary platform payout, redefine statutory receipt or extend a statutory payment deadline. The Contractor must promptly identify downstream amounts becoming due so that lawful release and documentation can be administered. A platform hold does not waive an affected person's statutory rights.

(e) Payment administration. The parties authorize Nestimates to administer the Project Balance under these Payment Terms based on the available record, with the notice and review procedures in Section 5.10. Nestimates may correct errors and address fraud, reversals or legal restrictions, but may not use Resolution to adjudicate its own disputed fee claim. A contractual determination concerning available funds is not a court judgment or a guarantee of recovery. Liability for Nestimates' administration is governed by Sections 5.10(g), 9 and 10, without limiting amounts that Nestimates is obligated to release or refund.

(f) Transaction identity. The payment disclosure and receipt identify the merchant of record for the actual transaction, the payment descriptor and support contact, consistent with the Stripe configuration. If Nestimates is identified as merchant of record, it undertakes the payment, refund and dispute responsibilities that processor and network rules impose on that role. The Contractor remains the provider of the construction services. These Terms do not substitute for the processor agreements or eliminate any duties imposed by the actual payment arrangement.

5.2 Success Fee

(a) Who pays. Contractors pay Nestimates a Success Fee. Homeowners pay no separate charge to post a Project, receive bids or select a Contractor. Homeowners pay the Payment Fees in Section 5.6(b) in addition to Project funding and applicable tax. The ACH Payment Fee is separate from the Contractor's Success Fee.

(b) Amount. The Success Fee uses the following marginal schedule. Each rate applies only to the portion of Job Value within that band. Estimated fees shown before completion apply the same schedule to Accepted Price and are reconciled to actual Job Value.

Portion of Job Value	Rate
First \$50,000	9.9%
Next \$100,000 (\$50,000.01 to \$150,000)	7.5%
Next \$350,000 (\$150,000.01 to \$500,000)	5.0%
Next \$500,000 (\$500,000.01 to \$1,000,000)	2.5%
Above \$1,000,000	1.0%

Example: on a \$200,000 Job Value the Success Fee is \$4,950 plus \$7,500 plus \$2,500, a total of \$14,950.

(c) Fee base. The Success Fee applies to completed, non-refunded pre-tax work, combining the original Project and its Change Orders. A refund or price credit attributable to completed work reduces that base. Refunded funding for work never performed does not create a second fee credit. Reimbursement of unused materials or documented cancellation costs is excluded. Declared Tax and Payment Fees are excluded. Discounts of the Contractor's own price reduce the base, while a separately funded promotional subsidy is treated as stated in the promotion.

(d) Collection and reconciliation. Nestimates earns the Success Fee as corresponding work is Approved and deducts the applicable fee before each Contractor work payout. For interim stage calculations, the effective fee rate is the projected marginal fee on the total current Accepted Price divided by that Accepted Price. That rate applies to the approved pre-tax stage value. The rate is updated for Accepted Price changes, and prior deductions are credited once. Selection funding and a Materials Draw do not themselves earn a Success Fee. A draw is recovered from later compensation without charging a fee on the advance itself. Final completion, cancellation and later price adjustments reconcile aggregate deductions to the exact marginal fee on completed, non-refunded Job Value. Overcollection is credited or refunded and undercollection remains payable under B8. Fee bands apply once to the entire Project and its Change Orders, rather than restarting for each payment.

(e) Changes. Nestimates may change the Success Fee schedule prospectively under Section 5.18. A changed Success Fee schedule applies only to bids submitted or reconfirmed after the Contractor accepts the change.

5.3 Contractor costs disclosure

Contractors may join, be listed and submit bids without a listing or bid fee. Optional subscriptions, administrative assistance, promotions or other paid features require a separate election and disclosure of the applicable price and scope. A recurring plan, if offered, will disclose billing frequency, renewal and cancellation terms, provide a cancellation method at least as simple as the enrollment method, and obtain the consent required by applicable law before any renewal charge. No optional feature is purchased merely by accepting these Terms. A separately disclosed optional fee does not change a Project's Success Fee or make bidding conditional on purchase.

5.4 Project Funding and the Funding Invariant

(a) Funding Events. A Project with one Work Stage uses 10% Selection funding and the remaining 90% before work begins. A Project with multiple Work Stages ordinarily uses 10% Selection, 45% Start, 35% Progress and 10% Final funding. Where the Progress and Final amounts fund the same Work Stage at the same trigger, they are combined into a single 45% event, producing a 10% / 45% / 45% schedule. Other permitted stage-aligned tranches or custom schedules require review and prior acceptance. Procurement and Permit Stages do not count as Work Stages for selecting the funding structure. The accepted schedule, rather than a generic illustration, controls the actual amounts and triggers. Applicable tax is allocated separately. Payment Fees are additional and do not count toward funding for work or tax. All allocations, Change Orders and prior payments must reconcile without double collection.

(b) Funding gate. Except where mandatory law requires a different arrangement, a Stage may begin only when Cleared funding allocated to the Project covers the cumulative agreed value and applicable tax of the Stages through that Stage, after refunds and reversals (the Funding Invariant). Prior Contractor releases do not require the Homeowner to fund the same work twice. The final Work Stage requires full funding of the remaining contract amount. Funding is an advance toward the Project and does not certify completion, authorize an otherwise unlawful deposit or alter statutory billing and payment rights.

(c) Schedule acceptance. Before authorizing Selection funding, the Homeowner receives and accepts the full itemized Payment Schedule, including dollar amounts, tax, Payment Fees or their disclosed calculation basis, payment triggers, projected funding dates and the work gated by each event. The Contractor must have accepted the applicable plan and funding terms. The Project Agreement incorporates the confirmed schedule and any required billing or payment notices. Each actual charge displays the exact applicable Payment Fee and total before authorization. A preview does not substitute for the full schedule. A changed scope, price or funding obligation requires affirmative acceptance before the related additional charge or work.

(d) Allocation. Cleared funds are applied only to the identified Project's Approved compensation, permitted Materials Draws, tax, authorized fees or refunds under these Terms. A fee deduction is recorded as part of the Contractor's gross allocation, not as additional Homeowner funding. Homeowner money is not a source of security for another Project or a separate disputed claim by Nestimates. B8 governs recovery from amounts lawfully payable to a Contractor.

(e) Funding requests. For staged Projects, an Authorization Request for later work is sent when the preceding Work Stage starts or seven Business Days before the projected start of the Work Stage being funded, whichever occurs earlier. If that request date has already passed when the schedule is accepted, the request is sent promptly upon acceptance. The first post-Selection request for a staged Project follows confirmation to proceed on the accepted terms and satisfaction of applicable agreement and payment prerequisites. For a single-Work-Stage Project, confirmation of the appointment triggers the request for the remaining 90%, subject to those same prerequisites. The final staged payment must clear before the final Work Stage begins. A request is not a debit. Changed dates may require an updated schedule and authorization. A short or same-day job is not exempt from the requirement for Cleared funding.

(f) Custom schedules. A request for a different Payment Schedule is subject to Payment Schedule Review by Nestimates before presentation for final acceptance. Projects exceeding \$50,000, 30 calendar days or four Work Stages ordinarily require that review. These are review thresholds, not automatic changes to the fee or funding percentages. Any approved arrangement must identify its amounts, triggers and work dependencies and satisfy the funding and legal requirements. No reviewer may authorize a Homeowner charge or amend an accepted agreement without the required party consent. Special statutory deposit or progress-payment limits require a compliant schedule before any affected payment is collected. A discretionary platform review cannot waive those limits.

5.5 Payment authorization

(a) Setup. Before Selection funding, the Homeowner provides an eligible payment method, accepts the Payment Schedule, completes any required electronic-record consent and separately authenticates the Payment Authorization. The payment screen identifies the account, Project, funding amount, tax, Payment Fee, total charge, method, timing, cancellation method and applicable processor terms. A copy of the authorization is provided. Acceptance of these Terms or storage of payment credentials alone does not authorize a debit. If law requires an executed construction agreement, notice, cancellation form or waiting period before a payment may be collected, that requirement must be satisfied before collection.

(b) Separate authorization for each payment. Each Funding Event, including each payment after Selection and each additional Change Order payment, requires the Homeowner's separate affirmative authorization. Accepting the full Payment Schedule does not create an open-ended authority to debit later amounts. A Contractor may report an agreed trigger but cannot authorize, increase or accelerate a Homeowner charge. A payment is initiated only within the amount and timing actually authorized. Funding authorization does not approve completed work. Legacy Projects funded under an earlier version of the Payment Terms are subject to Section 5.18.

(c) Timing and changes. Selection funding follows the availability confirmation and acceptance requirements in Section 5.13. Later requests follow Section 5.4(e) and the accepted schedule. Initiation remains subject to the required agreement, cancellation and payment prerequisites. A new or increased amount, changed payment method, or timing outside an existing transaction-specific authorization requires a new affirmative authorization. The parties must allow sufficient time for funding to clear and adjust affected work dates where necessary. Nestimates provides any additional notice required by applicable payment law or network rules.

(d) Reminders. We may send notices and reminders concerning upcoming payments, missing authorizations or failures. A reminder does not replace legally required advance notice. If funding or required authorization is missing when a Stage is due to begin, the funding gate remains closed and the cure procedure applies. A Contractor's activity report cannot override that gate.

(e) Cancellation and bank rights. A Homeowner may revoke an unsubmitted authorization or request cancellation before initiation through available payment settings or support@nestimates.com, allowing reasonable time to act. Revocation does not itself cancel a valid construction debt. An initiated payment may require a refund rather than cancellation. Nestimates will identify a lawful alternative payment route for an existing obligation. Consumers retain all applicable bank stop-payment, dispute and error-resolution rights, including rights that apply to a legacy preauthorized transfer. Revocation or a lawful bank dispute does not by itself establish misconduct.

(f) Failure and cure. We notify the Homeowner of a failed payment and available cure steps. A returned debit is reinitiated only if permitted by the authorization, applicable network rules and the processor. An eligible insufficient-funds debit may be retried no more than twice, without changing the amount to evade those rules. Unauthorized, revoked or closed-account returns are not automatically retried. A new valid authorization is obtained where required. Other than for a Selection failure, which is governed by (g), the Homeowner has five Business Days after the first failure or an unanswered request past its gate date to cure, unless mandatory law requires otherwise. The affected work is delayed accordingly. No platform-created idle-time fee applies, without limiting compensation expressly due under mandatory law or the Project Agreement.

(g) Funding default. An uncured Start, Progress or Final funding failure permits suspension or termination of the affected Project in accordance with applicable law and required notices. Settlement credits every received payment, pays Approved and documented completed partial work, applies the Success Fee only to completed value, reconciles Materials Draws and refunds the unused remainder.

Nestimates may restrict the Homeowner's new activity. A Selection failure not cured within three Business Days lapses the selection. A Contractor is not assigned a fault solely because of an established Homeowner funding default, and neither party may collect twice.

(h) Saved payment method. The Homeowner must keep a valid payment method on file for every active Project and update it when prompted.

5.6 Payment methods, processing and Cleared funds

(a) Methods and limits. ACH is the default funding method. Cards may be offered only while the Project's Accepted Price is below \$10,000, subject to processor and network eligibility. The threshold applies to the Project, not an individual installment. If a Change Order brings the Accepted Price to \$10,000 or more, future Funding Events use an eligible bank method without recharging payments already made. Bank transfer may be offered for an individual Funding Event above \$25,000. Where processor limits require a Funding Event to be divided into charges on consecutive days, each charge, amount and date is disclosed and separately authorized. Nestimates may require an eligible alternative for fraud, risk or processor restrictions, with notice and without an undisclosed charge.

(b) Homeowner Payment Fees. The following rules govern fees for accepting and administering Homeowner payments. All fees are disclosed before the Homeowner commits to the payment and separately authorizes it.

ACH bank payments. The Homeowner pays Nestimates an ACH Payment Fee of 0.75% of each installment's Project funding, including applicable tax. There is no dollar cap. The fee is rounded to the nearest cent, with half cents rounded up. It is not charged on itself. It covers payment processing and administration, may exceed Nestimates' processor cost, and is compensation to Nestimates rather than an exact reimbursement of a Stripe charge. Nestimates pays its processor from this amount. No separate Stripe ACH charge, bank-verification charge or platform ACH add-on is charged to the Homeowner on top of it.

Disclosure and calculation. Before Selection funding is authorized, the full Payment Schedule identifies the 0.75% rate, absence of a cap, each projected installment's fee and total, and the aggregate scheduled fee. The exact fee and total are shown again before each payment authorization. For example, \$18,000 of Project funding paid in installments of \$1,800, \$8,100 and \$8,100 produces fees of \$13.50, \$60.75 and \$60.75, totaling \$135.00. The corresponding debits are \$1,813.50, \$8,160.75 and \$8,160.75, totaling \$18,135.00. A Change Order updates the applicable amounts before acceptance. Rounding each installment may produce a small difference from rounding the full Project once.

Other payment methods. Any credit-card surcharge or bank-transfer cost is disclosed before authorization and limited to the actual permitted cost of acceptance and every applicable legal, processor and network cap. A credit-card surcharge applies only to eligible credit cards. No surcharge applies to debit, prepaid or unidentified card types. Nestimates bears costs that cannot lawfully be passed through. Available methods remain subject to subsection (a). A different payment method does not attract the ACH Payment Fee.

Accounting and refunds. Payment Fees are separate from Accepted Price, Job Value, the Contractor Success Fee, Contractor compensation and required Project funding. A transfer of already funded money to the Contractor is not another Homeowner ACH debit and does not create another 0.75% fee. Carryover to a replacement Contractor does not create another fee on the carried amount. Fees follow Section 5.13(h) on refunds and failed payments. Charges independently imposed by the Homeowner's bank remain subject to that bank's terms. Existing accepted Projects retain their agreed fee method under Section 5.18.

(c) Funding status. A saved payment method, an accepted Payment Schedule or a Payment Authorization does not establish Cleared funds. Initiation alone does not authorize work or release. The funding and

release requirements in Sections 5.4 and 5.8 apply, without redefining statutory receipt or withholding rights.

(d) Availability and settlement. Card authorization or capture, ACH initiation and a scheduled bank transfer do not by themselves establish funds available for release. Cleared status requires the relevant amount to be received, reconciled and available under applicable processor rules. An ACH funds-available date is projected, not guaranteed. Standard settlement commonly takes about four Business Days and may take longer because of verification, weekends, bank holidays, returns or processor review. The Contractor must not begin gated work until funding is Cleared and other prerequisites are met. A later return or lawful reversal remains possible. Transfer to a connected account, submission of a payout and receipt in an external bank are separate events. Card-funded amounts cannot support a Materials Draw.

5.7 Contact release and Project address

(a) Introduction and restricted bidding. Project descriptions, bidding photographs, Project Q&A and other pre-Acceptance Project information are available only to authorized logged-in Contractors, including Provisional Contractors, and authorized Nestimates personnel and service providers. They are not public website listings. The comparison interface withholds Homeowner names, Contractor names, direct contact details and the full street address before Accepted status, except for license information or other disclosures required by law. A license number may enable an independent public-record lookup. Once the Homeowner selects a bid and the separately authorized Selection deposit enters Processing, the Project is Accepted and Nestimates may release the parties' names, contact details and full jobsite address to that selected pair. An unselected bidder does not receive that information. Accepted status does not itself establish Cleared funds, a signed construction engagement, permission to begin work or approval of a payout.

(b) Project address and permitted use. The Homeowner provides the full jobsite address through a restricted platform field by the time it is needed for the Accepted introduction and Project Agreement. Nestimates withholds it from bidders before Accepted status. After Acceptance, the selected Contractor may use the address to arrange an authorized verification visit, prepare the Project Agreement and perform the Project when contractual and legal prerequisites are met. The Project Agreement presented for signature includes the jobsite address as applicable law requires. Release is not permission to enter the property without the Homeowner's agreement. The address is not released to all bidders. Contact and address information may be used only for the Project and related lawful records. An uncured Selection funding failure lapses the selection under Section 5.5(g), and the use restrictions survive that lapse.

(c) User disclosures. Users must omit identifying contact information and unnecessary sensitive information from Project content made available to bidders. Nestimates may redact or restrict such material. The Services cannot guarantee anonymity where a user voluntarily discloses identifying information or where visible site features reveal the location. Authorized introduction does not permit unrelated marketing, resale of contact details or circumvention. Nestimates' own permitted use of edited before-and-after images is governed separately by Section 6.3.

5.8 Contractor payouts

(a) Amount payable. The remaining Contractor payout is cumulative Earned Compensation plus releasable Declared Tax and any separately approved reimbursement, less prior advances, prior payouts and lawful documented deductions. Advances and payments are credited once. A Materials Draw may precede earned work but cannot increase total contract compensation. No release may exceed the available lawful entitlement and Cleared funds allocated for that purpose. Ledger mistakes may be corrected with an explanation and reciprocal credits. Homeowner Payment Fees are separately collected and do not reduce the Contractor's otherwise payable compensation.

(b) Billing. Contractors bill completed work by Work Stage. A single-Work-Stage Project is ordinarily billed at completion. For a New-tier Contractor with a confirmed duration of 30 calendar days or less, the agreed default is one work payout at Approved Complete, only where the Project Agreement and applicable law, including the mutual-agreement provision for contracts of less than sixty days in A.R.S. § 32-1182(A), permit completion-only billing. Longer Projects pay by approved stage, subject to any controlling statutory billing requirements. Established, Proven and Elite Contractors receive stage payouts under the applicable evidence and approval rules. A tier, internal review or funding gate cannot postpone a legally required billing or payment.

(c) Release timing. Nestimates instructs release of the full undisputed net amount payable ordinarily on the next Business Day, and no later than three Business Days after valid approval and satisfaction of the lawful release conditions. A statutory payment deadline controls if earlier. An internal evidence check does not restart this period or extend a mandatory deadline. If an identified legal restriction, processor restriction, documented fraud concern or supported payment dispute prevents release, Nestimates gives notice of the affected amount and reason to the extent lawful, reviews the restriction promptly, and instructs release no later than the next Business Day after it is removed, subject to any earlier legal deadline. Valid explicit approval may end the review period earlier. No additional percentage hold applies after valid approval. Processor posting time is distinct from a release instruction and does not waive statutory rights or shift Nestimates' remittance risk to the Homeowner.

(d) Instant payouts. Where eligible funds, an eligible external account and processor support are available, a Contractor may elect an instant payout for Nestimates' disclosed fee of 1% of the amount. Delivery commonly occurs within approximately 30 minutes but is not guaranteed. Eligibility and limits may change. The ordinary payout option remains available without this optional fee.

(e) Declared Tax. Declared Tax attributable to an Approved Stage is passed through to the Contractor with the payout on a separate line and is never reduced by the Success Fee.

5.9 Completion Review

(a) Submission. A Completion Package identifies the Stage or final billing, the amount requested, work performed and materials supplied, at least three accurate completion photographs and any contractually required evidence. Photographs must correspond to relevant before-images and the agreed scope. The package includes applicable statutory notices. Receipt and the applicable deadline are recorded and notified to the Homeowner. No platform completeness check defers a billing's legally effective receipt. A known delivery failure must be addressed and any legally required review opportunity preserved.

(b) Review periods. Where A.R.S. § 32-1182 applies, the statutory fourteen-calendar-day deemed-approval period controls unless a longer period has been lawfully established. Earlier voluntary approval is permitted. For a qualifying owner-occupant excluded under A.R.S. § 32-1188, the contractual period is five full Business Days for every Contractor tier, and it applies only if the Project Agreement and the first page of the Payment Schedule clearly identify that regime. If applicability is unresolved, the platform uses fourteen calendar days pending confirmation. To invoke § 32-1182 for an otherwise excluded owner-occupant, the required conspicuous notice must appear on the front page of each billing or estimate. A notice in these Terms alone does not accomplish that result.

(c) DEEMED APPROVAL. IF THE HOMEOWNER DOES NOT PREPARE AND ISSUE A TIMELY WRITTEN OBJECTION WITHIN THE APPLICABLE PERIOD IN (b), THE BILLING IS TREATED AS APPROVED FOR PAYMENT TO THE EXTENT PERMITTED BY LAW. A TIMELY OBJECTION MUST REASONABLY IDENTIFY THE BASIS AND DISPUTED AMOUNT. UNDISPUTED AMOUNTS REMAIN PAYABLE. AN APP TIMER, TIER OR REMINDER DOES NOT SHORTEN A STATUTORY DEADLINE. PAYMENT APPROVAL DOES NOT WAIVE RIGHTS DESCRIBED IN (f).

(d) Administrative checks. Nestimates may check the submitted scope, itemization, photos and prior records for completeness, consistency and apparent fraud. Enhanced checks apply to every New-tier submission and to any deemed approval for a New-tier or Established-tier Contractor. A check is not a site inspection, certification of workmanship or substitution for the Homeowner's decision. It does not suspend legally accrued approval or payment deadlines without a lawful withholding basis.

(e) Homeowner-first completion. A Homeowner may report that work appears complete before the Contractor submits its billing. The Contractor is prompted to submit the Completion Package within five Business Days, subject to earlier legal billing requirements. The Homeowner's report alone does not fabricate a Contractor billing or bypass required documentation.

(f) Nature of Completion Review. Completion Review is a contractual review and payment process. Express or valid deemed approval releases payment for the affected Work Stage. It does not waive latent-defect, warranty, fraud or other rights that survive payment under applicable law. A separately approved Materials Draw may release Project funds before the related work is completed, subject to Section 5.11.

(g) Withholding and scope changes. An Issue may concern progress, defects, disputed work or materials, material contract noncompliance, third-party claims, unpaid downstream parties, damage or a supported completion-cost concern, including grounds protected by applicable prompt-payment law. Withholding must be reasonably itemized and limited to the amount the law permits. Statutory caps for retention and final payment remain applicable. Preference changes, additional work and genuinely unforeseen conditions ordinarily require a Change Order, but that classification does not defeat a separate valid breach or withholding ground.

5.10 Issues and Resolution

(a) Reporting. Either party may report a work, schedule, payment, safety or conduct Issue through the Services or, if unavailable, support@nestimates.com. A payment objection should identify the relevant billing, reasons and a good-faith estimate of the disputed amount, with reasonably available evidence. Missing photographs alone do not invalidate an otherwise sufficient statutory written objection. A party should supplement unavailable evidence promptly. Emergency services and regulatory reporting should not await platform review.

(b) Immediate effect. Only the supported disputed amount is reserved, subject to applicable law. Further Materials Draws and not-yet-initiated funding associated with disputed work may be paused during triage. Undisputed work and payments are addressed separately. Existing Cleared funds remain allocated to the Project. A temporary pause is not a forfeiture, a blanket hold on all Project funds or a waiver of statutory rights. Initiated payments may require a refund rather than cancellation.

(c) Review process. Nestimates ordinarily targets triage within two Business Days, a Contractor response within three Business Days, and a proposed cure period of five Business Days for minor items or fifteen for major items. Classification considers all material contract and legal grounds, not only scope mismatch. The Contractor proposes lawful construction methods and the parties agree the corrective work. Nestimates may adjust administrative targets for evidence, access, complexity or a system outage, with notice of the reason and revised date. No adjustment extends a mandatory objection, billing, payment or cancellation deadline. If disagreement remains after the record is complete, Nestimates targets a written administrative decision within five Business Days. Administrative targets are service goals, not contractual deadlines, except where a mandatory legal deadline applies.

(d) Decision and review. Before implementing a contested disposition, Nestimates gives both parties the proposed allocation, material reasons and an opportunity to respond. A written decision identifies the funds affected and may be reviewed once on a request made within five Business Days. The disputed portion remains reserved during that period and a timely review to the extent lawful, while undisputed

amounts are released. Earlier action is permitted where required by a payment or refund deadline, binding legal process or necessary prevention of an unauthorized transfer. Nestimates explains that action. Review ordinarily concludes within five Business Days after the review record is complete. The parties authorize lawful administration of the balance under the resulting decision. Nestimates does not adjudicate its own contested fee claims. A settlement releasing legal claims requires separate affirmative acceptance.

(e) Further remedies. Resolution is a contractual funds-administration process, not a judicial determination of liability, arbitration award or substitute for statutory remedies. A court or arbitrator may determine the parties' rights and order a different allocation. A party seeking an additional hold must obtain an appropriate agreement or legal order unless applicable law independently requires the hold. Nestimates need not indefinitely reserve funds merely because a party threatens a claim. Resolution does not satisfy, toll or replace a notice required by the Arizona Purchaser Dwelling Act, A.R.S. § 12-1361 et seq., a lien or bond-claim deadline, or an ROC complaint period, each of which remains the responsibility of the party relying on it.

(f) Noncooperation. Failure to object after a corrected billing is governed by the applicable review rule in Section 5.9, without restarting unaffected amounts. Repeated knowingly unfounded Issues may restrict new activity. If access is wrongfully denied, the Contractor may report the problem and, after two notices at least 48 hours apart and ten Business Days without cure, pursue lawful termination and settlement for completed work and supported costs. A good-faith complaint, lawful withholding, safety restriction or exercise of a statutory right is not misconduct. Shorter nonwaivable stop-work rights remain available.

(g) Good-faith administration. Each Homeowner and Contractor acknowledges that Nestimates administers the Project Balance on the documentary record the parties supply, does not inspect the work, and must often act within statutory payment and refund deadlines. To the maximum extent permitted by law, each of them agrees that the Nestimates Parties are not liable to either of them for any allocation, release, reserve, refund or other administration decision made in good faith under Section 5, and that any claim concerning such a decision is limited to recovery of Project funds that were misapplied in breach of Section 5. This subsection does not limit liability for fraud, willful misconduct or gross negligence, or any amount Nestimates is required to release, return or restore.

5.11 Materials Draw

(a) Nature. A Materials Draw advances Cleared Project funds for approved eligible hard costs and is credited against the Contractor's earliest later payments. It is not additional compensation, earned work, a loan to the Homeowner or a guarantee that the supplier will perform. The Contractor remains responsible for authorized use, documentation and reconciliation.

(b) Eligibility and discretion. A Materials Draw is discretionary and requires Nestimates' documented review and the Homeowner's specific approval before each release. No tier creates an automatic entitlement to an advance. New-tier Contractors are ordinarily ineligible and require a documented exception. Nestimates may decline, reduce or require direct supplier payment of a requested draw based on the documented need, eligibility, available funding and risk.

(c) Cap and availability. Cumulative Materials Draws ordinarily may not exceed 40% of the current Accepted Price. Recovery of a draw from a later payout does not reopen that cumulative allowance. Each request is also limited to eligible supplier amounts actually due, costs not previously funded or reimbursed, available Cleared bank-funded amounts allocated to the Project, and projected net Contractor entitlement after prior draws and payouts. A proposed exception above 40% requires separate documented review and the Homeowner's express approval of the exception before release. An exception cannot exceed lawful available funding, finance ineligible costs or reimburse the same cost twice.

(d) Eligible costs. Physical materials, equipment purchased for the Project, supplier sales tax on those purchases, freight and delivery, project-specific equipment rental where permitted, and project-specific permit fees. Labor, profit, overhead, marketing, office, vehicle and general operating costs are not eligible.

(e) Certification and evidence. Each request identifies the Project, supplier, items, supplier terms, amount currently due and why payment is needed before the next available work payout. The Contractor must provide invoices, quotes or purchase orders supporting the request and certify exclusive Project use. It must provide purchase or payment evidence within three Business Days after release unless Nestimates records a reasonable extension. Missing evidence may suspend additional discretionary draws, subject to lawful payment rights. The Contractor must retain receipts, identify Project materials where practicable, disclose discounts, rebates and supplier credits, and account for each draw. Unused funds, duplicate reimbursement, supplier refunds and unauthorized expenditures remain repayable.

(f) Specific release approval. Before release, the Homeowner receives the draw amount, intended recipient, eligible items and effect on the Project Balance and later Contractor compensation. Approval authorizes that identified advance from Cleared Project funds. It does not approve completed work or authorize a new debit. The disclosure explains that the related work may be incomplete and recovery may be required if the Contractor defaults. Declining an optional advance is not itself a Homeowner funding default. Acceptance of these Terms alone does not approve an individual draw.

(g) Cancellation and reconciliation. To the extent legally transferable, identifiable materials acquired specifically with Project funds are held for the Homeowner, subject to legitimate supplier rights. Rentals, permits and other consumed services are not transferable goods. Within three Business Days after cancellation, the Contractor must provide an accounting and arrange lawful delivery, authorized return or other documented disposition. Unused funds are repaid within that period and supplier refunds within three Business Days of receipt. The Contractor remains responsible until fully reconciled. Documented nonrefundable Project costs are allocated under Section 5.13 without duplicate payment. Where a draw exceeds final entitlement, the excess is due from the Contractor under B8. Homeowner refunds reflect actual available funds and any amount Nestimates is independently obliged to restore, without a guarantee of Contractor solvency.

5.12 Change Orders

(a) Content. Each Change Order identifies the changed scope, positive or negative pre-tax adjustment, item-specific tax treatment, schedule effect and affected Stages. Before acceptance, the platform displays revised Accepted Price, projected Success Fee, estimated Contractor net, tax, prior payments and the remaining Payment Schedule. A Change Order cannot amend Nestimates' rights or responsibilities without its express acceptance.

(b) Acceptance. Acceptance is by affirmative action in the platform by both parties: the Contractor's submission and the Homeowner's acceptance. Nestimates records each action with the user, the exact version and totals displayed, the statement "By accepting, I agree to this Change Order and the updated Payment Schedule," the time and available authentication evidence. A copy is delivered to both parties and attached to the Project Agreement record.

(c) Funding and credits. A positive Change Order requires a separately authorized payment for the net additional funding due at acceptance of the Change Order and in any event before the added work begins. Full funding of that net amount is the default. Prior funding and any accepted reallocation are credited once. Cumulative positive Change Orders exceeding 25% of the original accepted pre-tax bid trigger a Payment Schedule Review before final acceptance, without netting negative changes to evade the threshold. Approved tranches require an amended schedule and separate authorization of each charge. A negative Change Order reduces future funding or produces a refund of the resulting unused amount, subject to completed work and lawful settlement. A Change Order does not create a new Selection charge, restart the

Success Fee bands or recalculate original percentages to collect an increase twice. The Project and all its accepted Change Orders remain one job for the marginal fee. Draws for changed work require Section 5.11 approval, and payment-method eligibility follows the revised Accepted Price.

(d) Cancellation assessment. Before a Change Order is accepted, the Contractor records whether the changed transaction involves in-person solicitation and supplies the applicable cancellation notices and forms under Section 5.13(i). Any applicable cancellation deadline and affected work are identified in the delivered Change Order record. Additional funding, procurement and performance remain subject to those rights. An electronic acceptance does not avoid a cancellation right arising from a covered in-home sale.

5.13 Bid validity, selection, withdrawal and refunds

(a) Bid validity and availability confirmation. A bid remains open for its stated period, 60 days by default and otherwise 30 to 90 days. A Contractor may withdraw an unselected bid through the Services before a selection request. Following a Homeowner's request to select it, the Contractor must confirm availability, proposed start date and duration and accept the applicable Project Plan and Payment Terms within two Business Days (the availability confirmation), before the Homeowner is asked to authorize Selection funding. A bid more than 30 days old also requires price reconfirmation. A material revision must be explained and accepted by the Homeowner. No response within that period lapses the selection request without a new charge. A Contractor's acceptance of an older bid or addendum does not constitute acceptance of a changed funding schedule. The actual accepted version and date are recorded.

The Contractor states a start date and a positive whole number of calendar days for the contract duration, counting the start date as day one. A one-day job starts and ends on the same date. The resulting estimated completion date is included in the Project Agreement. Active Working Days used to design stages are distinct from that calendar duration. Dates remain subject to accepted changes, Cleared funding and lawful delays. A requested date or apparent availability is not a guaranteed reservation before confirmation.

(b) Selection, other bids and activation. Other bids remain in their existing status while the selected parties complete the agreement process. Bidding closes when both parties sign the Project Agreement, and the other bidders may then receive closure notice. Active status requires the signed agreement, Contractor confirmation and Cleared first-work funding described in the definition of Active Project. An introduction or signed agreement alone does not authorize work without the required funding and prerequisites. If selection or funding fails, reopening or reselection follows the applicable cancellation and settlement process. An existing signed agreement must be lawfully closed or amended before a replacement engagement proceeds.

(c) Site confirmation and appointment. Both parties must sign the Project Agreement online before the verification visit. For a staged Project, the selected Contractor has seven calendar days after authorized contact and address release to verify the site and confirm the bid, propose a documented adjustment or withdraw. The parties may agree in writing to extend that window to fourteen calendar days or to a later date required by a documented legal restriction or Homeowner-requested delay. For a single-Work-Stage Project, the Contractor confirms the appointment within 48 hours after Selection funding enters Processing and the parties are introduced. The appointment confirmation is its site confirmation, but necessary verification must occur before affected work. The remaining 90% is requested at appointment confirmation under Section 5.4(e) and must clear before work. No undisclosed verification or diagnostic fee applies. A proposed change must explain the material scope, site or schedule fact requiring it and requires the Homeowner's acceptance. If the Contractor misses the applicable confirmation deadline without an agreed extension, Nestimates notifies the parties and the Homeowner may cancel the unconfirmed engagement without another waiting period. Section 5.13(d) governs the refund. Silence does not extend the deadline, approve a price change or authorize more funding. Required signatures, permits, Cleared funding and cancellation conditions remain prerequisites to affected work.

(d) Selection refunds and reselection. Selection funding is refundable if the Contractor withdraws before its site confirmation, Nestimates removes the Contractor, or the Homeowner withdraws before the verification visit or, for a single-Work-Stage Project, before the confirmed appointment. If verification identifies a proposed change to price, work or schedule that the Homeowner does not accept before work, the Homeowner may decline the changed engagement and receive the Selection funding back in full, together with the applicable tax and Payment Fee refund under subsection (h). No Success Fee is earned for work not performed. A separately authorized Materials Draw or binding nonreturnable purchase, if any, must be reconciled under Sections 5.11 and 5.13(f) or (g), as applicable, and cannot be imposed as an undisclosed verification charge. A Homeowner's other withdrawal after a completed visit or confirmed appointment is subject only to the Homeowner Withdrawal Fee accepted for that Project, \$0 under this version, and any independently applicable statutory rights.

At the Homeowner's election, eligible Cleared funds may instead be applied to another selected bid for the same Project within 30 days. Only actually Cleared and uncommitted funds may be carried over. The original engagement is closed as required, unsubmitted payment instructions are canceled, and the replacement price, tax, fees, schedule and authorizations are established afresh. An earlier Payment Authorization does not carry over. Previously received funding is credited once. Only a separately authorized shortfall is newly collected, and an unused excess is refunded. Carryover itself creates no additional processing charge or platform fee. Funds are assigned to the identified Project or refunded and do not become general platform credits.

(e) Homeowner Withdrawal Fee. The Homeowner Withdrawal Fee is \$0 for Projects selected under this version. No separate cancellation or administrative penalty applies. Lawful compensation for completed work and specifically authorized commitments follows subsections (f) and (g), subject to all protected cancellation rights. A prospective fee change follows Section 5.18 and does not alter an existing Project merely because a later payment is collected.

(f) Cancellation before work. After Start funding but before work, the unused balance is refundable, less any lawful, documented and previously authorized nonrefundable Project commitment. Selection, Start and other funding are reconciled together, with each payment and deduction credited once. Charges must be actually incurred, attributable to the Project and reasonably mitigated. They do not apply where a statutory cancellation right requires a full refund. No hypothetical lost profit or undisclosed cancellation fee is imposed. Separately collected Payment Fees are reconciled under Section 5.13(h), subject to mandatory cancellation rights.

(g) Cancellation during work. Settlement pays Approved work and documented completed partial work at the agreed pricing, applying the Success Fee to that completed value. Draws, prior payouts, delivered or returned materials, tax credits and supplier refunds are reconciled once. The party responsible for an unexcused cancellation bears actual lawful, documented cancellation or restocking costs attributable to that cancellation, subject to mitigation and the Project Agreement. Funding for unperformed work is refunded except for a specifically established lawful commitment. A statutory cancellation or protected work stoppage is not an unexcused cancellation.

(h) Refund mechanics. Nestimates initiates a determined refund within five Business Days unless an earlier legal deadline applies or a lawful, identified restriction prevents transfer. Any required completion of a refund within a statutory period controls over this administrative target. A valid statutory cancellation does not await the other party's approval or completion of Resolution. Bank posting may take additional time, without reducing the seller's legal obligations. Refunds ordinarily return to the original method. If that route cannot support the required refund, Nestimates arranges a confirmed lawful alternative and records it to prevent duplication. A processor refund window does not extinguish a valid refund right. Tax credits follow the refunded items. Success Fees are reconciled to completed, non-refunded work under Section 5.2.

For a full refund of a funded transaction, Nestimates refunds the Homeowner Payment Fee collected on that transaction in full. For a partial refund, it refunds that fee in the same proportion as the refunded Project funding, including associated tax, bears to the original Project funding, including tax. Each partial fee refund is rounded to the nearest cent, with cumulative refunds limited to the original fee and any residual cents returned on the final full refund. This policy includes the entire Nestimates ACH Payment Fee and any credit-card surcharge, even if the processor retains its original charge. Nestimates bears those nonreturned processor costs and does not deduct them from the Homeowner refund or automatically charge them to the Contractor. No additional refund fee applies. A failed debit does not earn an ACH Payment Fee, and a permitted retry of the same unpaid debit does not add a second fee. A refund and bank dispute cannot produce double recovery.

(i) Statutory cancellation and the FTC Cooling-Off Rule. Applicable federal and state cancellation rights control conflicting terms. For a transaction covered by the Federal Trade Commission's Cooling-Off Rule, 16 C.F.R. Part 429, the Homeowner may cancel without penalty or obligation until midnight of the third business day after the transaction date. For that rule, Saturdays count, Sundays and federal holidays do not, and the transaction day is not counted. This differs from the ordinary Business Day definition in these Terms. An earlier statutory trigger cannot be postponed by the Contractor's later signature or an app status. A longer or additional cancellation right under applicable law remains available.

Covered sales and later changes. A transaction made entirely online generally falls outside the FTC rule. Signing electronically does not eliminate rights arising from a covered in-person sales presentation, including an invited presentation. Both parties sign the initial Project Agreement online before the verification visit. A later in-home upsell or Change Order must be assessed separately on its actual facts before acceptance. A verification visit alone does not authorize changed scope or pricing. These Terms preserve applicable cancellation rights without declaring every online transaction a covered sale.

Required notices. For a covered FTC transaction, the Contractor provides the completed contract or receipt and two completed Notice of Cancellation forms at the time required by law, in the language principally used in the sales presentation. The contract statement appears immediately beside the buyer's signature in at least 10-point bold type, and the required cancellation forms use at least 10-point bold type. Each form identifies the actual seller, seller business address, transaction date and cancellation deadline. The Contractor also gives the required oral explanation. Required forms may not be replaced by a general link to these Terms or an incomplete form.

Exercise and refund. The Homeowner may cancel using either supplied form or another legally sufficient written notice sent by a lawful method to the seller. Timely mailing is effective as the law provides. The Contractor also accepts written cancellation delivered to its identified email address or through a Project message delivered to its Account as additional contractual methods. The Homeowner may copy support@nestimates.com to request payment assistance. These methods do not limit any statutory method. No approval, reason, withdrawal fee, ACH Payment Fee deduction or restocking penalty is required for a cancellation that entitles the buyer to a full refund. For an FTC-covered cancellation, the seller must return all payments and any traded-in property, cancel and return relevant negotiable instruments, terminate transaction security interests, and notify the buyer about collection or abandonment of delivered goods within ten business days after receipt of the cancellation. Applicable shorter deadlines control.

Delivered goods. The FTC cancellation notice governs making delivered goods available at the buyer's residence in substantially their received condition, or returning them by agreement at the seller's expense and risk. If the buyer makes them available and the seller does not collect them within twenty days of the cancellation notice, the buyer may retain or dispose of them without further obligation. Failure to make goods available, or to return them after agreeing to do so, has the consequences stated in the required notice. These rules do not authorize unsafe entry or removal.

Work and exceptions. As a platform requirement, covered work, Materials Draws, nonreturnable purchases and Contractor releases for the affected transaction wait until the applicable cancellation period expires, unless a documented exception satisfies every applicable law. A routine electronic checkbox, deposit, scheduled visit or general request to start is not an emergency waiver. The FTC immediate-personal-emergency exclusion requires buyer-initiated contact and a separate dated and signed handwritten statement describing the emergency and expressly acknowledging and waiving the three-business-day right. It cannot waive a separate nonwaivable state right. Cancellation of a later change is applied to the affected transaction as the law requires, without automatically extinguishing or preserving the original agreement regardless of the facts.

Arizona and specialized transactions. Arizona home-solicitation rights under A.R.S. §§ 44-5001 through 44-5008 apply when their statutory conditions are met. Applicable state notice, counting and refund rules are preserved. Covered catastrophic-storm insurance work under A.R.S. § 32-1158.02 carries additional four-business-day and insurance-denial cancellation rights and requires its own disclosures. Residential in-ground pool or spa contracts subject to A.R.S. § 32-1158.01 require their statutory notices and payment arrangement. A generic funding schedule does not override these requirements. The Contractor must provide the applicable completed supplement before the transaction proceeds.

(j) Inactivity. We ordinarily prompt the parties seven days after projected completion and weekly thereafter, contact them at 30 days and review at 60 days. Completion evidence is evaluated under the applicable review process and unearned funds are refunded. Inactivity alone does not establish circumvention. Before 180 days without response, Nestimates gives notice of the proposed closing allocation and then resolves or refunds the remaining amount unless a lawful claim or hold requires another disposition. No amount remains reserved indefinitely without an identified basis and periodic review. Processor limits are monitored from the relevant payment date. Unclaimed property is reported and remitted when legally required rather than forfeited to Nestimates.

5.14 Abandonment and noncooperation

(a) Contractor abandonment. Nestimates may investigate abandonment after seven consecutive days of unexplained inactivity beyond the agreed schedule and no response to two notices at least 48 hours apart, or an express unjustified refusal to continue. Before a finding, Nestimates considers funding failure, denied access, permits, weather, illness, safety, an agreed delay and lawful suspension or termination rights. A protected stoppage is not abandonment. A substantiated finding permits suspension and Project settlement under Section 5.13, including draw reconciliation, payment for completed work and refunds for undelivered work. Homeowners may be directed to ROC complaint and Residential Contractors' Recovery Fund information without a representation that a claim qualifies or will be paid.

(b) Homeowner noncooperation. Section 5.10(f) applies.

5.15 Taxes

(a) Contractor responsibility. The Contractor determines and confirms the tax classification, taxable components, deductions, rates and tax amount for the actual scope and remains responsible for its licensing, reporting and remittance duties. A bid must identify whether a separate tax line applies. Under the supported Arizona workflow, the Contractor confirms maintenance, repair, replacement or alteration treatment (MRRRA) or modification contracting. Selecting MRRRA does not add a separate prime-contracting tax line and does not establish that all materials or transactions are exempt from sales or use tax. Modification treatment opens the relevant tax fields. Unsupported or uncertain situations require correction or review before acceptance. Nestimates does not independently add an unapproved tax line to the bid.

(b) Suggestions and confirmation. During bidding, the platform may suggest a jurisdiction and rate from available location data and current tax tables. A ZIP-based suggestion is an estimate and does not verify the jobsite jurisdiction. The Contractor enters and confirms the applicable taxable base and amount. In a supported case the platform may prefill a taxable base and amount by applying the statutory standard deduction for prime contracting to the pre-tax price. That prefill is assistance that remains subject to Contractor review and confirmation, and no universal taxable-base assumption is made by these Terms. Rate suggestions, their source and effective date, Contractor changes and the confirmed amount may be retained with the bid.

(c) Agreement and changes. The applicable jobsite jurisdiction and tax figures must be checked against the full address during the agreement process. A correction that changes the total is shown to both parties and requires acceptance before agreement execution or a later Change Order, as applicable. Selection funding already received is credited once. Additional funding requires a new authorization. Each Good, Better or Best option carries its own tax amount, and only the selected option controls the funding obligation. Options involving different tax classifications must be presented as separately identified bids. A Change Order that affects classification or tax requires renewed review.

(d) Collection and remittance. Declared Tax is collected proportionally with the relevant Funding Events, accounted for separately and passed to the Contractor with the corresponding lawful payout. It is excluded from the Success Fee base and adjusted for refunded work. By submitting a bid, billing or Change Order, the Contractor certifies that its tax inputs and treatment are accurate to the best of its knowledge after reasonable review. Nestimates may collect, withhold, report or remit amounts where law independently requires. No contractual allocation eliminates an obligation imposed on Nestimates or another party by law. Contractor-caused tax losses remain subject to Section 11.

5.16 Lien waivers and payment discharge

(a) Waivers and evidence. Contractors must provide the applicable Arizona statutory conditional progress or final lien waiver in substantially the form required by A.R.S. § 33-1008, preserving its warnings, exceptions and payment conditions. An unconditional waiver may be required only after actual payment sufficient to support it. An electronic record must satisfy applicable signature and form requirements and truthfully describe the payment method. The ledger separately shows gross compensation, tax, authorized fee deductions, draw credits and cash received. A net payout is not automatically proof of payment of a larger gross waiver amount. Fee netting and electronic transfer must be reconciled with the statutory form and actual receipt evidence before a waiver is treated as effective. Administrative requirements cannot postpone a nonwaivable payment deadline.

(b) Payment discharge. A Homeowner's payment received by Nestimates as the Contractor's collection agent satisfies the Homeowner's obligation to the Contractor for that amount. This does not replace the statutory waivers and does not extinguish the rights of any other person.

(c) Downstream parties. The Contractor must identify relevant subcontractors and suppliers, pay them when law requires, and provide requested payment evidence and appropriate statutory waivers. Its certification must distinguish amounts already paid from amounts due and intended to be paid. Nestimates may request evidence before final settlement to the extent lawful. Downstream claims and indemnity are governed by B9 and Section 11. A platform record or Contractor certification does not itself extinguish a third party's lien rights.

(d) Owner-occupant protection. Arizona law gives qualifying owner-occupants protection against liens by persons who lack a direct written contract with them. That protection depends on statutory ownership and occupancy criteria addressed in the Project Agreement and is not a feature of the Services.

5.17 Records and statements

Nestimates maintains a transaction ledger for funding, holds, releases, advances, fees, tax, refunds, reversals and corrections. Downloadable Homeowner Project Statements and Contractor Job Statements show the relevant amounts and status. Corrections preserve an audit trail. The ledger is evidence, not conclusive proof overriding a bank record or legal right. Nestimates retains Project Agreements, Change Orders, payment records, statutory waivers, signature evidence and other information for as long as reasonably necessary to provide the Services, maintain legitimate company and transaction records, prevent fraud, resolve disputes, enforce agreements and comply with accounting, tax, legal and preservation requirements. Retention varies by record type, purpose, applicable claim period and legal obligation. Information no longer needed for those purposes is deleted or appropriately deidentified, subject to lawful preservation and ordinary backup cycles. The Privacy Policy describes retention and deletion rights. Users should retain their own copies. Closing an Account does not erase records that must or may lawfully be retained for these purposes.

5.18 Changes to the Payment Terms

Changed Payment Terms apply prospectively to new engagements after the applicable effective date and acceptance. Existing Projects retain their actual Accepted Prices, fee method, funding schedule and substantive payment rights unless the Homeowner, Contractor and Nestimates expressly agree otherwise. An accepted 10% / 45% / 45% schedule is not automatically converted to 10% / 90%. An outstanding bid moves to a new schedule only after the Contractor accepts the applicable addendum, reconfirms dates and the Homeowner accepts the schedule before authorizing Selection funding. Legacy fees paid in advance are credited against the fee earned under the accepted terms so that the same fee is not collected twice.

A valid legacy scheduled-payment mandate remains subject to its actual scope, revocation rights and applicable law. It does not authorize new engagements or amounts outside that mandate. Where applicable to a varying preauthorized consumer bank transfer, the required advance notice is provided unless the consumer has validly elected another legally permitted notice arrangement. A mandatory legal change or necessary processor or security adjustment may be implemented on notice to the extent required, without retroactively increasing fees, creating an unauthorized debit or impairing an accrued right. A replacement mandate or materially changed obligation requires the applicable affirmative consent.

6 Intellectual Property and Content

6.1 Platform rights. Nestimates and its licensors own the Services, software, branding, interfaces, templates, data compilations, trade and clarification libraries and the Milestone Framework library, excluding user-owned content. Subject to compliance with these Terms, you receive a limited, nonexclusive, nontransferable, nonsublicensable and revocable right to access the Services for their intended purposes. No ownership or other license is implied. Nestimates reserves all rights not expressly granted. You may provide voluntary feedback, which Nestimates may use without restriction or compensation, but you should not include another person's confidential information.

6.2 Trademarks. Nestimates trademarks, logos and the name "Nestimates" may not be used without our written permission. A Contractor may state truthfully that it bids on Nestimates and may display a badge Nestimates provides for that purpose, in the form and for the period Nestimates permits.

6.3 User content. You retain ownership of your Project details, media, bids, profiles, questions, answers and reviews. You grant Nestimates a nonexclusive, worldwide, royalty-free license, sublicensable to providers assisting the authorized purposes, to host, store, copy, process, analyze, format, adapt, display and transmit that content to operate, secure and improve the Services, administer Projects, maintain lawful records and resolve disputes. This license also includes the limited promotional use described below. It

continues for as long as reasonably necessary for those purposes, subject to applicable law, this Section and the Privacy Policy. No ownership of your content transfers to Nestimates.

Nestimates may use before-and-after Project photographs and video stills submitted under these Terms to advertise and promote the Services, including on its website, social channels and advertising materials, without additional compensation. Before public use, Nestimates will remove or obscure names, faces, street addresses, contact details, location metadata and other details reasonably likely to identify an individual or household. Names or faces may be included only with the prior consent of the identified person or an authorized representative. If a property or household remains reasonably identifiable after editing, Nestimates will obtain the affected Homeowner's prior consent before that use. This permission does not authorize publication of identity documents, contracts, payment records, security information or third-party confidential material. Images must not falsely suggest that Nestimates performed the Work, guaranteed the result or obtained an endorsement. The permission is subject to the uploader's rights, required third-party permissions and nonwaivable privacy rights.

Nestimates may use Project content to develop and improve its automated tools only in a form that does not identify a Homeowner or property. Accepting these Terms does not authorize a third-party model provider to use identifiable private Project content for its own general-purpose model training. Providers may process content to supply the requested feature subject to applicable restrictions, disclosures and consent. Nestimates may use aggregated or deidentified information where lawful and will not attempt to reidentify it except as permitted by law. Publicly designated reviews and profile material may be displayed consistent with the identity-release rules and publication choices. Private bids, transaction records and source documents are not public merely because they are uploaded.

You represent that you have the rights and permissions necessary for your submissions and the uses authorized here, including any required permission from a property owner, photographer or identifiable person. To the extent permitted by law, you waive claims for additional compensation or approval based solely on a use within this license. That waiver does not cover a use outside the license, waive a nonwaivable privacy right or relieve Nestimates of its own legal obligations. Contact privacy@nestimates.com about a privacy concern, consent withdrawal or removal request. We handle such requests under applicable law and the Privacy Policy, including its lawful retention exceptions. An expanded advertising permission does not apply retroactively to content submitted under more restrictive terms without the required notice and assent. We may remove content that is fraudulent, unlawful, irrelevant or violates privacy.

Uploaded third-party bids, quotes, plans and specifications may be used only where the submitting user has the necessary rights. Nestimates may extract authorized scope information to organize and format a comparable Project Brief while restricting the source document, source price and identifying information from competing bidders. Uploading a quote does not authorize public distribution of another business's confidential or proprietary material. Users must identify restrictions and must not supply material they are prohibited from sharing. Any proposed public derivative remains subject to the Project privacy and scope controls.

6.4 Copyright reports and repeat infringement. Send copyright complaints to Nestimates Inc., Attention: Copyright, at legal@nestimates.com or 300 Delaware Avenue, Suite 210 #540, Wilmington, Delaware 19801. Identify the copyrighted work, the allegedly infringing material and its location, your contact information, your good-faith belief that the use is unauthorized, an accuracy and authority statement under penalty of perjury, and your physical or electronic signature. Nestimates may remove or restrict disputed content, notify the uploader, and seek further information. An uploader disputing removal may send a signed response identifying the removed material and prior location, contact details, and the basis for a good-faith belief in mistake or misidentification. Where a statutory counter-notice procedure applies, include the statements, jurisdiction consent and agreement to accept service required by 17 U.S.C.

§ 512(g). Nestimates handles notices and counter-notices under applicable law and terminates repeat infringers in appropriate circumstances. Knowing material misrepresentations may create liability under 17 U.S.C. § 512(f).

6.5 Automation, AI and recordings

(a) Assistance and decisions. The Services may use artificial intelligence, proprietary models, layered home-improvement tools, automated document analysis and pattern recognition to organize Project information, identify missing details, compare bids, assist with communications and support project planning and administration. Features may process photographs, video, LiDAR scans, depth measurements, spatial models, descriptions, documents and relevant usage information to support more informed bidding and measurement estimates. Specific uses include intake questions, shared briefs, duplicate-question checks, stage suggestions, tax suggestions, document comparison and communication summaries. Outputs can contain errors or omissions and are not a site survey, engineered design, fabrication template or guarantee of dimensions, pricing or code compliance. Users must review their information and accepted terms. Contractors retain responsibility for verifying dimensions, site conditions, quantities and professional requirements before affected purchases or work. Automated tools do not independently add work, accept a bid, authorize a payment or draw, amend an agreement, waive a permit or certify construction completion. Required human approvals and contractual acceptances remain in place. Where automation informs a material adverse Account decision, a user may request human review. Any additional access, explanation, objection or appeal right provided by law remains available. Data use and model improvement follow Section 6.3 and the Privacy Policy.

(b) Calls and recordings. If masked calling, video, recording or transcription is offered, its availability, recording status, purpose and required consent are disclosed before use. Users must not record or disclose another person's private material without lawful authority and any required consent. Recording is not a condition of making a valid statutory complaint or payment objection. The applicable feature disclosure and the Privacy Policy describe access, retention and permitted use. A recording or summary is evidence of a communication and does not replace a required contractual acceptance.

6.6 Reviews and ratings

(a) Honest reviews only. A review or rating may be submitted by a Homeowner or Contractor that actually participated in the Project and must reflect that user's honest experience, including an experience with selection, performance, cancellation, incomplete work or abandonment. Reviews may not be bought, sold, traded, written by or on behalf of the reviewed business or its owners, employees, relatives or competitors, or conditioned on an undisclosed benefit. A Contractor may not offer anything of value for a review or threaten, pressure or sue a Homeowner over an honest review.

(b) Display and moderation. Nestimates displays reviews that meet these rules without regard to whether they are positive or negative. Nestimates may remove or decline to publish a review that is fraudulent, not tied to a genuine Project experience, off-topic, unlawful, contains personal information or hate speech, or was submitted in violation of these Terms, and may display a Contractor's response. An actual participant may review a canceled, incomplete or abandoned Project, with its status identified where relevant. Moderation must not suppress an honest negative review merely because the Project did not reach completion. Ratings, tiers and Standing are compiled from platform records and user submissions and are not Nestimates' opinion of the Contractor.

(c) Your rights. Nothing in these Terms limits your right to post honest reviews or otherwise communicate truthfully about your experience, including under the Consumer Review Fairness Act, 15 U.S.C. § 45b. You grant Nestimates the license in Section 6.3 for any review you submit.

7 Third-Party Services and Mobile Applications

7.1 Service providers. The Services use third-party payment, signature, hosting, identity, telephony, messaging, document-reading, AI model and other providers, including Stripe, Twilio and DocuSign where the feature is enabled. Applicable third-party terms are presented or linked when required. Contractors must accept the applicable Stripe Connected Account Agreement, which incorporates the Stripe Services Agreement. Nestimates may replace a provider or restrict an integration, subject to existing payment duties, required notice and consent. Third-party links and availability are not endorsements. Nestimates is not responsible for independently provided services except to the extent imposed by law or its own express undertaking. These Terms do not alter the separate AAA arrangement in Section 14. Stripe provides identity verification that may involve identity documents, selfie images and biometric matching. Stripe handles those inputs through its verification service, subject to its notices and applicable consent. Nestimates may receive verification results, related records and information made available through the configured integration. DocuSign or another identified signature provider processes contracts, signatures and execution records. Provider involvement does not eliminate Nestimates' obligations for information it receives, controls or uses. The Privacy Policy explains these practices.

7.2 Partner websites. An authorized partner may display a Nestimates-hosted interface or referral link. These Terms apply to the Nestimates Services accessed through that interface. The partner's website, content, tracking and independent services remain subject to its own applicable terms and privacy disclosures. Hosting an interface does not authorize the partner to bind Nestimates, promise outcomes, collect Nestimates credentials or access private Project records. Additional data exchange or services require appropriate disclosure, authorization and terms. Partner licensing, compensation, confidentiality and indemnification are governed by Nestimates' separate written partner agreement. A referral alone creates no payment obligation or construction warranty for Nestimates.

7.3 Mobile applications and app store terms

(a) License. Subject to these Terms, Nestimates grants you a limited, nonexclusive, nontransferable, revocable license to install and use the Nestimates mobile application on a mobile device that you own or control, solely to access the Services, and in accordance with the usage rules of the app store from which you obtained it. You must not copy, modify, distribute, sell or lease the application, or attempt to extract its source code.

(b) App store provider terms. If you downloaded the application from the Apple App Store or Google Play, these Terms are between you and Nestimates, rather than Apple Inc. or Google LLC (each an "App Provider"). Nestimates is responsible for the application, its content, maintenance and support, and related warranty, product-liability, consumer-protection, regulatory-compliance and intellectual-property claims. If the application fails to conform to an applicable warranty, you may notify the App Provider, which may refund the purchase price, if any, and has no other warranty obligation. You must comply with the applicable App Provider terms. You represent that you are not located in a country subject to a United States government embargo or designated as a terrorist-supporting country, and are not on a United States government list of prohibited or restricted parties. The App Provider and its subsidiaries are third-party beneficiaries of these Terms with respect to the application and may enforce them against you. Direct application questions or complaints to Nestimates using Section 17.

(c) Device and carrier. The application requires a compatible device and network access, and your carrier's data charges apply. Push notifications may be managed in your device settings. Updates may be required for continued use.

8 Nestimates' Role

8.1 Independent construction businesses. The Contractor contracts directly with the Homeowner and controls its personnel, means, methods, sequencing, procurement and safety. Nestimates does not undertake construction, architectural, engineering, inspection or general-contractor services. Standardized bid categories, administrative milestones and funds review do not constitute professional site supervision. A Contractor cannot bind Nestimates, promise a Nestimates warranty or represent an employment, partnership or joint-venture relationship. Nestimates remains responsible for duties actually imposed on it by law or expressly accepted in these Terms.

8.2 Limited administration. Nestimates provides marketplace tools, communications, records and payment administration under Section 5. Any optional concierge or coordination feature is limited to the administrative scope disclosed and separately accepted for that feature. It does not authorize Nestimates to hire or fire construction personnel, direct construction methods, approve code compliance or make regulated professional judgments. Parties must not rely on an administrative suggestion as professional advice. No optional feature expands Nestimates' duties beyond its accepted scope or limits duties independently imposed by law.

8.3 Payment arrangement. Nestimates is not offering a separately licensed escrow, trust, deposit or fiduciary service under these Terms, and Section 2.2(d) and (e) describe the arrangement. The Project Balance is administered only for the contractual purposes stated in Section 5. The legal characterization and duties of an actual arrangement depend on applicable law and its operation, not its label. Nothing here waives a duty imposed by that law, and Nestimates does not represent that any regulator has confirmed a particular characterization of the arrangement.

8.4 Release of claims between users. Nestimates does not control, and is not responsible for, the conduct of any user or the condition of any property. If you have a dispute with another user, including over scope, price, quality, timing, workmanship, damage, injury, payment or any other matter arising from a Project, you release the Nestimates Parties, to the maximum extent permitted by law, from all claims, demands, damages and losses of every kind, known and unknown, arising out of or connected with that dispute or the other user's acts or omissions. This release does not apply to Nestimates' own obligations under the Payment Terms, to an amount Nestimates is required to release, return or restore, or to liability that cannot lawfully be released.

9 Disclaimers

THE SERVICES, THE SITE, THE MOBILE APPLICATIONS AND ALL CONTENT, TOOLS, SCREENING INFORMATION, PROJECTIONS, SUGGESTIONS AND AUTOMATED OUTPUTS ARE PROVIDED AS IS AND AS AVAILABLE, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, EXCEPT AS EXPRESSLY STATED IN THESE TERMS. THE NESTIMATES PARTIES DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ERROR-FREE OR SECURE, OR THAT DEFECTS WILL BE CORRECTED.

THE NESTIMATES PARTIES DO NOT WARRANT CONTRACTOR WORKMANSHIP, FITNESS, LICENSURE AFTER THE DATE OF REVIEW, INSURANCE, SOLVENCY OR PERFORMANCE, THE ACCURACY OF ANY BID, PROJECT BRIEF, REVIEW OR USER CONTENT, OR GUARANTEE A PROJECT OUTCOME, A NUMBER OF BIDS, SAVINGS OR RECOVERY FROM ANOTHER USER. A BID IS THE CONTRACTOR'S OFFER SUBJECT TO ITS DISCLOSED TERMS. SCREENING, RATINGS, TIERS, STANDING AND ADMINISTRATIVE REVIEW ARE LIMITED AS DESCRIBED IN THESE TERMS AND ARE NOT INSURANCE, A BOND, A CONSTRUCTION WARRANTY, AN ENDORSEMENT OR A CERTIFICATION OF COMPLETED WORK. THESE DISCLAIMERS DO

NOT EXCUSE A CONTRACTOR FROM ITS OWN BID, PROJECT AGREEMENT OR NONWAIVABLE WARRANTIES.

Nothing in this Section limits Nestimates' obligations under the Payment Terms with respect to the Project Balance, or any right that cannot be waived under applicable law. Some jurisdictions do not allow the exclusion of certain warranties, in which case the exclusion applies to the fullest extent permitted.

10 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE NESTIMATES PARTIES ARE NOT LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR LOSS OF PROFITS, REVENUE, GOODWILL, BUSINESS OPPORTUNITY, USE OR DATA, OR THE COST OF SUBSTITUTE SERVICES, ARISING FROM OR RELATING TO THE SERVICES, ANY PROJECT, ANY USER OR USER CONTENT, OR THESE TERMS, REGARDLESS OF THE FORM OF CLAIM AND EVEN IF ADVISED OF THE POSSIBILITY.

SUBJECT TO THE EXCEPTIONS BELOW, THE AGGREGATE LIABILITY OF THE NESTIMATES PARTIES FOR CLAIMS ARISING FROM THE SAME OR RELATED EVENTS WILL NOT EXCEED THE GREATER OF (A) THE FEES ACTUALLY PAID BY THE CLAIMANT TO NESTIMATES FOR THE SERVICES DURING THE TWELVE MONTHS BEFORE THE FIRST EVENT GIVING RISE TO THE CLAIM AND (B) \$1,000. NESTIMATES ACH PAYMENT FEES COUNT AS FEES PAID TO NESTIMATES FOR THIS CALCULATION. PROJECT FUNDING, DECLARED TAX, CONTRACTOR COMPENSATION AND SEPARATE CARD OR TRANSFER COSTS PASSED THROUGH TO A PROCESSOR DO NOT. THIS LIMIT APPLIES TO CONTRACT, TORT, STATUTORY AND OTHER THEORIES TO THE EXTENT LAWFUL. IT REFLECTS THE ALLOCATION OF RISK FOR NESTIMATES' MARKETPLACE AND PAYMENT SERVICES, INCLUDING ITS SUCCESS FEES AND HOMEOWNER PAYMENT FEES.

No exclusion or cap limits an amount Nestimates is required to release, return or restore as Project funds, including an amount wrongfully misapplied, or liability for fraud, willful misconduct, gross negligence, death or bodily injury caused by Nestimates' own negligence, or any other liability that cannot lawfully be excluded or limited. An ordinary administration claim remains subject to this Section and Section 5.10(g) to the extent it seeks damages beyond those protected amounts and applicable law permits. Mandatory consumer remedies remain available. A court or arbitrator must apply any limitation only to the extent enforceable in the particular circumstances. The limitations in Sections 9, 10 and 5.10(g) are independent of one another and of any failure of essential purpose of a remedy.

11 Indemnification

To the extent permitted by law, you will defend, indemnify and hold harmless the Nestimates Parties against third-party claims, and resulting damages, settlements, fines, reasonable defense costs and expenses, to the extent caused by your material breach of these Terms, your unlawful or infringing content, your negligence or misconduct, your violation of law or of another person's rights, or acts of persons for whom you are legally responsible. A Contractor's obligations additionally include supported claims arising from its work, employees, subcontractors, suppliers, personnel classification, licensing or insurance status, tax noncompliance, misuse of Project advances, and its disputes with Homeowners. No indemnity requires payment for a Nestimates Party's own negligence, wrongdoing or breach to the extent prohibited by law, including A.R.S. § 32-1159.01 where applicable. A duty to defend is limited to the legally permissible portion of a covered claim. Nestimates will give reasonably prompt notice, with late notice excusing performance only to the extent of material prejudice, and reasonable cooperation at the indemnifying party's expense. Nestimates may control a defense affecting its interests with reasonably acceptable counsel, subject to lawful cost allocation. No settlement may admit fault, impose nonmonetary duties or omit a full release for an indemnified party without that party's written consent, not unreasonably withheld. Separate direct repayment and fee obligations remain enforceable without characterizing them as indemnity.

12 Term and Termination

12.1 Term. These Terms apply upon acceptance and continue until termination, subject to accrued obligations and surviving provisions.

12.2 Restriction or termination. Nestimates may decline a transaction or suspend, limit or terminate access for a material violation, payment or identity risk, failure to maintain qualifications, suspected fraud, safety concerns, processor restrictions, repeated substantiated complaints, or legal requirements, or where it reasonably believes that continued access would expose the Nestimates Parties or other users to liability or reputational harm. Nestimates may discontinue an Account, feature or the Services for business reasons on reasonable notice where practicable. Immediate action may be taken where delay would create material risk. Where lawful, we provide a general reason and an opportunity to seek review through support@nestimates.com. We need not disclose security methods, protected reports or information that would prejudice an investigation. These rights remain subject to settlement of existing funds and mandatory law.

12.3 Termination by you. You may close your Account through your settings or by contacting support@nestimates.com.

12.4 Existing Projects. Account termination does not erase the Project Agreement, completed-work claims or payment obligations. Nestimates will provide a reasonable means to exchange essential records, address Issues and settle funds while restricting unsupported new activity. A suspended or unlicensed Contractor must not continue work where unlawful. Lawful suspension, termination, safety and nonpayment rights are preserved. Completed partial work and draw balances are evaluated under Section 5.13 even if a whole Stage is not Approved. Earned undisputed funds and required refunds remain payable. A Project may continue only through a lawful arrangement or otherwise be closed and settled.

12.5 Accrued fees. Closing an Account or canceling a Project does not eliminate an earned Success Fee or other valid debt. Fees are reconciled to actual completed, non-refunded work under Section 5.2. No unused Project Balance is forfeited merely because access ends.

12.6 Survival. Sections 1, 2.2, 4.2, 4.4, 4.5, 5 (as to Projects in progress and completed Projects and all accrued rights), 6, 8 through 11, 12.4 through 12.6, 13, 14, 15 and 16, and B1, B7 through B10, B12, B13 (as to

existing Projects) and B16 survive termination, together with any other provision that by its nature should survive.

13 Governing Law and Venue

Arizona law governs these Terms and Project-related disputes, without its conflict-of-law rules and subject to controlling federal law. The Federal Arbitration Act, 9 U.S.C. § 1 et seq., governs the arbitration agreement in Section 14 and preempts any inconsistent state law. Arizona construction-law requirements, including A.R.S. § 32-1186, are preserved. A matter properly proceeding in court under Section 14 must be brought in a competent state or federal court located in Maricopa County, Arizona or, for a court claim brought by a Homeowner, in the Arizona county in which the Project property is located, subject to nonwaivable consumer venue rights, small-claims jurisdiction and any mandatory construction-dispute location rule, and the parties submit to the personal jurisdiction of those courts and waive any objection to that venue to the extent lawful. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

14 Dispute Resolution

14.1 Project administration. A dispute between a Homeowner and Contractor should first be submitted to Resolution where reasonably practicable. That process governs only the administration described in Section 5.10 and does not delay a statutory notice, lien deadline, bank dispute, emergency application or regulatory complaint. The Project Agreement must separately incorporate any arbitration agreement between the Homeowner and Contractor.

14.2 Informal notice. Before initiating arbitration or a permitted court action on a Dispute, you and Nestimates must each provide the other written notice identifying the claimant, Account or Project, relevant facts, legal basis and requested relief, signed by the claimant personally (or, for Nestimates, by an authorized officer). Notices to Nestimates go to legal@nestimates.com or the postal address in Section 17, and notices to you go to your current contact address. The parties will attempt resolution in good faith for 30 days after receipt where the claimant is a Homeowner, and 60 days where the claimant is a Contractor or Nestimates, including a telephone or video conference at either party's request, unless they agree to extend. Applicable claim-filing periods are tolled during this contractual informal process to the extent legally permitted. This requirement does not bar a filing needed to preserve a deadline or obtain urgent relief, or impose an exclusive route for a statutory cancellation or bank dispute. A court or arbitrator may stay a proceeding filed without completing this process until it is completed.

14.3 Individual arbitration

(a) Agreement to arbitrate. Except as stated below, you and Nestimates agree to resolve every dispute, claim or controversy arising from or relating to these Terms, the Services, any Project, any communication, or the relationship between you and Nestimates, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, including preexisting claims for users first accepting an arbitration agreement with Nestimates to the extent law permits, but subject to the existing-user, accrued-claim and previously notified dispute protections in these Terms (a “Dispute”), by binding individual arbitration administered by the American Arbitration Association (AAA). The AAA Consumer Arbitration Rules, consumer fee schedule and applicable consumer standards govern Disputes arising from a consumer transaction whenever applicable, regardless of which party files. Otherwise the AAA Commercial Arbitration Rules apply. The rules in effect when the arbitration is filed apply, except that the AAA Mass Arbitration Supplementary Rules apply as provided in Section 14.6. Current rules and filing instructions are available at <https://www.adr.org>. Nestimates will satisfy applicable AAA consumer-clause review, registration and fee requirements. Consumer filing costs and business-paid fees follow the applicable AAA requirements, and Nestimates will pay amounts those requirements or law allocate to the business. No provision requires a consumer to bear costs that mandatory law or those standards allocate otherwise. The hearing location and method follow applicable law and AAA requirements, with a remote or documents-only process where available. Arizona construction matters remain subject to mandatory Arizona venue requirements. For other commercial matters the seat is Phoenix, Arizona. A court, not the arbitrator, decides disputes concerning the formation, validity or enforceability of this arbitration agreement, Section 14.5 and Section 14.6. AAA and any process arbitrator retain the administrative authority provided by the applicable AAA rules. The arbitrator decides all other issues, including the scope of this agreement and the merits, may award only individual relief available under applicable law, and must issue a reasoned written award. Judgment may be entered by a competent court. The arbitrator is bound by these Terms and by the limitations in Sections 5.10(g), 9, 10 and 14.7 to the extent enforceable. For an existing user, the agreement governing an accrued claim remains the version previously accepted, including any valid arbitration opt-out, unless the parties separately agree otherwise after the claim arises. Accepting this amendment does not retroactively displace those protections.

(b) Arbitration opt-out. You may reject the arbitration agreement with Nestimates by emailing legal@nestimates.com within 30 days after first accepting it, identifying your name, Account email and intent to opt out. Opting out does not affect other provisions or your access to the Services. Nestimates will acknowledge a timely notice. A valid prior opt-out remains effective unless you later expressly agree otherwise. This opt-out concerns arbitration with Nestimates and does not silently amend a separate Project Agreement.

14.4 Exceptions and preserved rights. Either party may bring an eligible individual claim in small claims court, or seek temporary or preliminary relief necessary to preserve rights or the status quo pending arbitration, without waiving arbitration of the merits. Either party may seek injunctive or other equitable relief in court to prevent irreparable harm, including from intellectual-property infringement or misappropriation, unauthorized access to the Services, misuse of personal information, or breach of Section 4.4, to the extent lawful. Government reports, ROC proceedings, protected lien and statutory remedies, lawful bank disputes and matters that cannot be arbitrated are preserved. Consumer rights under the Electronic Fund Transfer Act and Regulation E are not waived. If AAA will not administer and the parties cannot agree on a lawful substitute, either may seek a court-appointed administrator or proceed in the court permitted by applicable law. No substitute may reduce mandatory consumer protections.

14.5 Individual proceedings. TO THE EXTENT PERMITTED BY LAW, YOU AND NESTIMATES EACH WAIVE THE RIGHT TO A JURY TRIAL FOR ANY DISPUTE AND AGREE THAT DISPUTES WILL PROCEED ONLY ON AN INDIVIDUAL BASIS, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS,

COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE PROCEEDING. Claims may be joined or consolidated only with all affected parties' written consent or as law requires, and the arbitrator may not award relief to or against anyone other than the individual party. No provision waives nonwaivable representative relief or public injunctive relief. If a court finds the individual-proceeding restriction unenforceable for a claim or remedy, that claim or remedy, and only that claim or remedy, proceeds in court and is severed from the enforceable arbitration provisions, with the court proceeding stayed pending arbitration of the remaining claims to the extent the law permits. If you have validly opted out of arbitration under Section 14.3(b), this Section 14.5 (including the jury waiver) and Section 13 continue to apply to you to the extent enforceable under applicable law, and a determination concerning their enforceability as to an opted-out user does not affect the arbitration agreement as to any other person.

14.6 Mass filings. Where AAA determines that coordinated individual Disputes fall within its Mass Arbitration Supplementary Rules, those rules and the applicable fee schedule govern. AAA and any authorized process arbitrator determine administrative issues within their authority, including applicable procedures, fees, arbitrator selection and scheduling. The parties may agree in writing after a dispute arises to coordinated discovery, mediation or a staged process consistent with applicable law and AAA requirements. No claimant is bound by another claimant's result without a legally sufficient agreement. These Terms do not unilaterally suspend required fees or indefinitely defer an individual hearing. A filing needed to preserve a claim remains permitted. Any agreed pause must specify its duration, applicable tolling and the means to resume the proceeding. Individual adjudication and the restrictions in Section 14.5 remain applicable to the extent enforceable. If a provision of this Section cannot be enforced, the remaining lawful dispute provisions continue to apply.

14.7 Time limit for claims. To the extent permitted by applicable law, any Dispute between you and a Nestimates Party, whichever party brings it, must be filed in arbitration, or in a court where permitted by this Section 14, within two years after the Dispute first accrues, and is otherwise permanently barred. This limit does not apply to a claim to recover Project funds that Nestimates is required to release, return or restore, to claims between a Homeowner and a Contractor (including latent-defect and warranty claims, for which these Terms do not shorten any statutory limitation or repose period), to a claim under a federal statute whose limitations period cannot be shortened by agreement, or to any other claim for which applicable law prohibits a shortened limitations period. The informal-notice period in Section 14.2 and any expressly agreed and applicable tolling period under Section 14.6 toll this limit.

14.8 Attorneys' fees and costs. Subject to the consumer rule in the next sentence, in any Dispute between Nestimates and a Contractor, or any proceeding to enforce Section 4.2, 4.4, 6 or B10 against a Contractor or other business user, the prevailing party may recover its reasonable attorneys' fees, costs and expenses from the other party, consistent with A.R.S. § 12-341.01 and applicable law. In a Dispute with a consumer, including a proceeding under Section 4.4(c), fees and costs are awarded only as applicable law or the applicable AAA rules permit, and no provision requires a consumer to pay Nestimates' attorneys' fees except where the consumer's claim or defense is found to be frivolous or asserted in bad faith and the law permits that award.

14.9 Timely reporting. Report a suspected error or claim promptly so it can be investigated and mitigated. Contractual administrative response periods do not eliminate a claim preserved by law. These Terms do not shorten a statutory limitations or repose period for a latent construction defect claim between a Homeowner and a Contractor.

15 No Professional Advice

Nestimates does not provide contracting, engineering, architectural, inspection, legal, tax, lien, permitting, insurance, financial or other professional advice. Milestone Frameworks, screening information, published bid ranges, tax-rate suggestions, statements, automated outputs and other information provided through the Services are informational and are not advice, and you may not rely on them as a substitute for your own investigation or a qualified professional's advice specific to your circumstances.

16 Miscellaneous

16.1 No waiver. Our delay or failure to exercise a right is not a waiver. Waivers are effective only in a writing signed by an authorized Nestimates representative and apply only to the specific instance.

16.2 Assignment. You may not transfer an Account or assign these Terms without Nestimates' written consent, except as mandatory law permits, and any attempted assignment in violation of this Section is void. Nestimates may assign these Terms, in whole or part, to an affiliate or in connection with a financing, reorganization, merger, change of control or transfer of all or substantially all of the relevant business, provided the successor assumes the applicable obligations. We will provide notice of a material assignment where required. Assignment does not expand an existing payment mandate beyond what applicable law permits. These Terms bind lawful successors and permitted assigns.

16.3 Severability. If a provision is held unenforceable, it is severed, or enforced to the maximum extent permitted, and the remainder continues in effect, except as Section 14.5 specifically provides.

16.4 Entire agreement and interpretation. These Terms and expressly accepted supplemental terms are the entire agreement between you and Nestimates about the Services and supersede prior and contemporaneous agreements, proposals, representations and understandings about their subject, written or oral, including any earlier version of these Terms, subject to Section 5.18. The separate Project Agreement governs construction between the Homeowner and Contractor, subject to Section 2.2(i) and Section 5's order of precedence. The Privacy Policy describes data practices and does not independently expand a Payment Authorization. No salesperson, Contractor, user or automated assistant may amend Nestimates' obligations through an oral or informal statement, and you acknowledge that you have not relied on any statement by a Contractor or other user as a statement of Nestimates. A waiver or amendment requires authorized written assent, including an authenticated electronic record where permitted. In these Terms, "including" means "including without limitation," "or" is not exclusive, "days" are calendar days unless Business Days are specified, references to a statute include its amendments and successor provisions, and headings are for convenience. Each party has had the opportunity to review these Terms, and, to the extent permitted by law, no rule of construction resolving ambiguity against the drafter applies. Except for the Nestimates Parties and the App Providers under Section 7.3, no other person is granted contractual enforcement rights, without affecting rights arising by law.

16.5 Events beyond control. Nestimates is excused from performance delayed or prevented by events beyond its reasonable control to the extent permitted by law, including natural disaster, epidemic, labor dispute, material communications, hosting, processor or payment-network outages, acts of third-party providers, and government restrictions. We will use reasonable efforts to mitigate and resume affected administration. This provision does not excuse the misuse of funds, eliminate a payment or refund obligation that remains possible to perform, or override a mandatory deadline. Disruption may require an alternative notice, payment or records process.

16.6 Notices. Subject to valid electronic consent and any required delivery method, Nestimates may deliver notices to the email address on your Account, through the Services, by push notification or by mail, and notice is effective when sent to the address on file. Legally significant notices will identify the relevant

Project and action required. Statutory receipt and delivery rules control over a mere posting or app timer. Notices to Nestimates may be emailed to legal@nestimates.com or mailed to Nestimates Inc., Attention: Legal, 300 Delaware Avenue, Suite 210 #540, Wilmington, Delaware 19801, and are effective on receipt. A legal notice does not replace a separate payment revocation channel or a statutory cancellation method. You must promptly update your contact details.

16.7 Electronic records and signatures consent

(a) Covered records. This consent covers records that we would otherwise be required to provide in writing, including Payment Schedules, authorizations for payment, Project Agreements and Change Orders, Completion Packages and approvals, Materials Draw notices, Resolution notices and decisions, statements, lien waivers, tax forms, and notices about your Account and Projects.

(b) Delivery. We deliver covered records electronically by posting them in your Account, by email to the address on your Account, or by an electronic signature service. You may download and keep a copy of every covered record.

(c) Access requirements and consent. Before electronic-only delivery, you must have an internet-connected device with a supported browser or app, a current email address, and software that can open, save or print the supplied PDF records. You must affirmatively consent and demonstrate access to a representative record in the format used. If a material hardware or software change creates a significant risk that you cannot access records, we provide the revised requirements and the required opportunity to withdraw without a fee and without a previously undisclosed consequence, and obtain renewed consent as law requires.

(d) Paper copies. Downloadable electronic copies are available without a copying charge. You may request paper copies through support@nestimates.com. Where legally permitted, Nestimates may charge its reasonable actual reproduction and postage costs, disclosed before fulfillment and payable only if you accept the quoted charge. No fee applies where law requires a free copy or prohibits the charge. The applicable paper-copy policy is also disclosed in the electronic-consent flow before you consent.

(e) Updating your contact information. Keep your email address and mobile number current in your Account settings.

(f) Withdrawal. You may withdraw electronic-record consent through support@nestimates.com. We process withdrawal within a reasonable period and notify you when effective. It does not affect the validity of records or signatures already provided. New transactions requiring electronic consent may be unavailable. For an active Project, Nestimates will identify a lawful alternative for required records and Payment Authorizations or arrange orderly settlement if continued service cannot lawfully be supported. Withdrawal does not itself cancel the construction contract or excuse an amount lawfully due. No future electronic-only record or debit may be imposed without the consent it requires.

(g) Signatures and evidence. An authenticated affirmative action expressing acceptance constitutes an electronic signature to the extent permitted by the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. § 7001 et seq., and the Arizona Electronic Transactions Act, A.R.S. § 44-7001 et seq. The acceptance record identifies the user, presented terms and version, action, date and time, and available authentication evidence. Nestimates retains the record with the related transaction, and a printed or electronic copy of that record is admissible to the same extent as a signed paper original. A signature applies only to the authority and content actually presented and accepted, and is not conclusive evidence against a valid unauthorized-use claim.

(h) Separate payment authorization. This consent is separate from any Payment Authorization to debit a bank account or charge a card, which is given separately under Section 5.5.

16.8 Language. These Terms are written in English. An English-language preference does not override a requirement to provide a contract, cancellation notice or other disclosure in the language used in a sales presentation or another language required by law. Where a legally required translation applies, mandatory law governs its effect.

17 Contact

Nestimates Inc., a Delaware corporation. Mailing and legal notices: 300 Delaware Avenue, Suite 210 #540, Wilmington, Delaware 19801. Support: support@nestimates.com. Legal: legal@nestimates.com. Privacy: privacy@nestimates.com.

Part B Contractor Terms

These Contractor Terms apply in addition to Part A and form part of the same version of the Terms of Service. Contractors separately accept Part B at onboarding before their bids can be selected, and accept materially changed terms before those changes apply to new engagements. Existing accepted Projects retain the rights specified in Section 5.18. The person accepting Part B represents that he or she is an owner, officer or qualifying party of the Contractor, or holds written authority from one, and that the Contractor is a business accepting these Terms for business purposes.

B1 Appointment as collection agent and fee deduction

The Contractor appoints Nestimates as its limited agent to collect Project payments through its designated payment processor and directs Nestimates to collect and process those payments. Receipt of a payment through this arrangement satisfies the Homeowner's corresponding payment obligation to the Contractor and extinguishes that obligation to the extent received. The Contractor bears the risk that Nestimates fails to remit that payment and will not require the Homeowner to pay it again. The Contractor authorizes Nestimates to identify itself publicly, on the payment screen, in the Project Agreement and on the Contractor's profile, as the Contractor's authorized collection agent, to deduct the Success Fee and other amounts due under these Terms from amounts collected before remitting to the Contractor, and to apply Section 5.1 of the Payment Terms in full. This appointment is limited to payment collection and administration and confers no other agency.

B2 Stripe connected account

The Contractor must maintain an eligible Stripe connected account, accept the applicable Stripe Connected Account Agreement, complete identity, business and bank verification and promptly update changed information. A bid cannot be selected unless the required payment capabilities are enabled. Payments are routed only to a permitted recipient and external payout account that have completed Stripe's account verification. Stripe restrictions, reserves and bank timing may affect availability but do not expand Nestimates' authority to hold funds or waive statutory rights. No statement in these Terms guarantees Stripe approval of a particular account or configuration. The Contractor is responsible for any chargeback, reversal, fine or penalty that Stripe or a network assesses because of the Contractor's acts or omissions, and authorizes recovery under B8.

B3 Standing, tiers and concurrency

(a) Tiers. New (0 to 3 successful jobs), Established (4 to 9), Proven (10 to 24) and Elite (25 or more with a status of Good). A successful job is a Project that reaches Approved Complete with no unresolved Issue, payment matter, repayment obligation or compliance matter.

(b) Tier effects. Tiers inform screening, Completion Review checks, Materials Draw eligibility and concurrent Project limits of three for New, six for Established, twelve for Proven and no ordinary tier cap for Elite. Risk-based or legal restrictions may still apply. Bidding is not numerically limited by tier. The Homeowner review period in Section 5.9(b) is the same for every tier, and statutory review and billing rules override the contractual period where applicable. Tier status cannot reduce compensation or delay a nonwaivable payment.

(c) Standing. Nestimates assesses documented performance, substantiated Issues, cancellations, payment and draw reconciliation, qualifications and regulatory records. It may change Standing, request information, restrict new selections or draws, or suspend access based on a documented reasonable assessment. Two substantiated unresolved Issues across Projects or an established overdue repayment ordinarily result in Restricted status. A second substantiated abandonment ordinarily results in permanent exclusion, subject to review for factual error. A pending complaint is not a finding. A change cannot itself forfeit earned funds or turn a legally protected action into misconduct. Tiers, Standing and ratings are Nestimates' internal marketplace tools, may be changed or discontinued, and create no entitlement to any volume of Projects, placement or ranking.

B4 Licensing monitoring and reporting

The Contractor authorizes Nestimates to check, and to monitor on an ongoing basis, public licensing, bonding, complaint and disciplinary information from the ROC, the Arizona Department of Agriculture or any other authority responsible for its trade, and to obtain public records for that purpose. It must report within two Business Days a material complaint, citation, license action or insurance lapse relevant to its work. Nestimates may use a pending complaint as a reason for inquiry or a provisional warning while identifying it as an allegation. Restrictions reflect the severity, reliability and relevance of the information. Suspension, revocation, expiration or loss of a required qualification blocks affected new work and requires lawful treatment of active Projects. Affected Homeowners receive material screening information. Administrative review does not override a regulator's restrictions.

B5 Background checks

Where a screening program is offered, its separate disclosure identifies the persons checked, the purpose and applicable authorization. A Contractor cannot consent for an individual to a report where that individual's authorization is required. Nestimates obtains an appropriate permissible purpose, including under 15 U.S.C. § 1681b(a)(3)(F), before procuring a consumer report and complies with the Fair Credit Reporting Act and applicable state law. Employment-related reports receive the separate disclosures, authorization and pre-adverse-action procedures required for that use. Other covered adverse actions receive the notices and dispute rights applicable to them. These Terms do not represent that every Contractor owner, worker or subcontractor has been checked. Decisions use relevant documented criteria and required individual review.

B6 Payouts and billing

Billing and payouts follow Sections 5.8 and 5.9, including mandatory progress-payment rules. Completion-only billing for a short New-tier Project is available only where lawful. Optional instant payout carries the disclosed 1% fee. The Contractor must submit truthful itemized billings and completion evidence. Falsified work, photographs or payment records may result in suspension, lawful recovery and referral to appropriate authorities. Requested evidence cannot be used to evade a statutory payment obligation.

B7 Materials Draws

Materials Draws follow Section 5.11. The Contractor authorizes crediting each advance against its later entitlement and undertakes exclusive Project use, evidence retention, lawful disposition of identifiable goods and repayment of unused or excess funds. The Contractor is responsible for supplier credits and returns until reconciliation is complete. Nestimates may recover an established shortfall under B8 without double recovery from either party.

B8 Setoff, account debit and repayment

The Contractor must repay established amounts due under these Terms, including excess draws, fee underpayments, duplicate payouts, processor fines and penalties caused by the Contractor, and actual recoverable costs. Nestimates provides an itemized notice with the basis, amount and proposed collection method and allows a reasonable opportunity to dispute a nonurgent claim. Lawful setoff may be applied to amounts otherwise payable to that Contractor, including across Projects only where doing so does not divert protected Project funds, impair downstream payment rights or violate mandatory law. A disputed Nestimates fee claim requires separate agreement or determination under Section 14 before collection from contested funds. A connected-account debit is used only if supported by Stripe's configuration, account eligibility and available balance rules. It is not an authorization to debit an external bank account, which requires a separate valid mandate. Where automatic recovery is unavailable, the Contractor must pay an itemized invoice within ten Business Days after receipt, subject to good-faith dispute and applicable law. An amount not paid when due accrues interest at the lesser of 1% per month or the maximum rate permitted by law, and the Contractor is responsible for reasonable collection costs and attorneys' fees as Section 14.8 and applicable law permit. Nestimates may restrict new selections and draws while a supported overdue balance remains. Every recovery is credited once, unrelated Homeowner refunds are protected, and unaffected earned payments remain due on time.

Nestimates bears nonreturned original processor costs on Homeowner refunds under Section 5.13(h). Those costs are not automatically deducted from Contractor compensation. Excess advances, duplicate payouts, earned fees and other independently established repayment obligations remain subject to this Section.

B9 Lien waivers, receipt confirmation and subcontractors

The Contractor must supply lawful statutory waivers and truthful receipt evidence, identify and pay downstream parties within the time required by law, and provide certifications and records under Section 5.16. It must address claims caused by its failure to pay or perform. Any indemnity for those claims is governed by Section 11, including causation, defense procedures and limits on indemnity for another party's negligence. Neither a net platform payout nor a blanket certification eliminates independent lien rights. The Contractor must serve any preliminary twenty-day notice and other lien notices that it elects to serve in the form and manner Arizona law requires, and must not represent that Nestimates serves, receives or waives them.

B10 Noncircumvention

Section 4.4 applies to the Contractor and persons acting on its behalf, including its owners, employees, subcontractors and affiliates. The compensatory fee calculation combines completed on-platform and restricted off-platform value, applies the marginal schedule once, and credits fees already retained for that work. Nestimates may request reasonably available contracts, invoices, permit records and payment records relevant to a supported circumvention inquiry, with appropriate protection of unrelated confidential information, and the Contractor's failure to provide them on request permits Nestimates to draw a reasonable inference from available evidence. Collection follows B8 and Section 14. No term permits a double recovery or a penalty for exercising a protected cancellation right.

B11 Withdrawal

The Contractor Withdrawal Fee is \$0 for Projects governed by this version. An unexcused withdrawal after availability confirmation may affect Standing based on substantiated circumstances. A lawful stoppage, Homeowner funding default, safety condition or other protected ground is not automatically a strike. Actual repayment obligations for advances or overpayments remain governed by Sections 5.11, 5.13 and B8. Any prospective change follows Section 5.18.

B12 Taxes

Section 5.15 applies. By submitting a bid, billing or Change Order the Contractor makes the tax certification stated there and must provide accurate taxpayer information and required forms, including a completed IRS Form W-9. Nestimates may issue information returns and make legally required withholding. Electronic delivery of a tax form requiring specific consent is subject to the separate consent and access requirements applicable to that form. General acceptance of these Terms does not replace them. The Contractor is solely responsible for income, transaction privilege, use, employment and other taxes arising from its business and its Projects, and will indemnify the Nestimates Parties under Section 11 for losses caused by its inaccurate tax information, its breach of this Section or its failure to meet its tax obligations, except to the extent caused by Nestimates' own error.

B13 Licenses, insurance, permits and schedule

(a) Required qualifications. The Contractor must maintain the licenses, registrations, bonds and insurance legally required for its scope and personnel and any additional coverage expressly disclosed and required during onboarding. Standard construction trades and regulated pest-management services have different requirements. A platform trade category is not authority to perform work outside the Contractor's license or registration, and the Contractor must not bid on, contract for or perform work outside the classification of its active license, while its license is inactive, suspended or expired, or through a license held by another person. The Contractor's legal business name on the Account must match its license record. The Contractor must provide current evidence, ensure that the named insured matches the contracting business and report a material lapse promptly and in any event within the period in B4.

(b) Insurance evidence. Nestimates requires a current certificate of insurance evidencing commercial general liability coverage at the limits disclosed during onboarding, together with the policy endorsements required by the compliance requirements accepted at onboarding, including an additional insured endorsement in favor of Nestimates Inc. for the Contractor's ongoing and completed operations, and trade-specific coverage where required. Where the accepted insurance requirements call for additional-insured status, primary and noncontributory coverage or a waiver of subrogation, the actual policy or endorsement must provide it. Certificate-holder status or a checked certificate box alone is insufficient. No certificate

may misstate, alter or extend policy coverage or falsely certify compliance with a contract, and Nestimates does not request certificate wording that would do so. Rights to insurer notice of cancellation or change exist only where the policy or an endorsement provides them. The Contractor's own duty to notify Nestimates remains separate. Coverage amounts and any permitted exception follow the requirements disclosed for the relevant onboarding and Project. The Contractor authorizes Nestimates to communicate directly with its insurance agent or broker about the required documents. A certificate review is not a guarantee of coverage or payment of a claim, and the Contractor's insurance obligations are not limited by the limits Nestimates requires.

(c) Permits and performance. The Contractor determines permit requirements, obtains and closes the permits and inspections required for its work before that work begins, and controls safe and lawful sequencing. Nestimates cannot waive a legal permit or licensing requirement. Lawful preliminary work may proceed only within the permitted scope and accepted funding arrangement. Subcontractors must be appropriately qualified, licensed where required and insured, and the Contractor remains responsible for them. The Contractor supplies its exact contracting identity, address, license details, confirmed schedule and responsibilities for the Project Agreement. It remains responsible for its personnel, suppliers, workers' compensation and employment-law compliance, and required compliance throughout performance. Permit and inspection fees for the work are included in the bid; a disclosed permit-fee figure is information only, and a variance requires a Change Order. The Contractor may not have the Homeowner obtain a permit for the Contractor's work or act as an owner-builder to avoid licensing, permitting or inspection duties.

B14 Contract content

The Contractor is responsible for a complete, accurate and legally sufficient construction contract. A platform-generated template is assistance, not a representation that every Project-specific requirement is satisfied. For ROC-regulated work under a contract exceeding \$1,000 with the owner of the property, A.R.S. § 32-1158 requires, and the Contractor must ensure that the Project Agreement includes, the Contractor's legal name, business address and license number, the owner's name and mailing address, the jobsite address or legal description, contract date, estimated completion date, Work description, total price including tax, deposit amount, and each progress-payment amount and the stage when it may be collected. The Agreement also includes the owner's ROC complaint-rights notice with the Registrar's telephone number and website and the applicable complaint period under A.R.S. § 32-1162, displayed in at least 10-point bold type. The Contractor must give the owner a legible copy of all signed documents and a signed receipt for any cash paid. Before signing or collecting a contract payment where law requires, the parties must also receive the applicable scope and specifications, tax treatment, cancellation rights and forms, and agreed warranty and permit allocations. Both parties receive the executed contract and later Change Orders. The Contractor must add any mandatory disclosure or lawful scope-specific term through a disclosed, mutually accepted supplement. No side agreement may conceal compensation, divert payment or amend Nestimates' obligations without its consent. As a platform rule, a Project Agreement may not provide for separate recovery of a transaction privilege tax rate change from the owner. Tax corrections are handled only under Section 5.15. Applicable implied and statutory warranties remain intact. A pest-management business must use the applicable Arizona Department of Agriculture licensing and service-contract requirements, including any required treatment, warranty or disclosure documents. An ROC construction form alone does not replace those trade-specific documents.

The signed packet must identify the controlling Project Brief, bid and selected option, stage plan, funding schedule and incorporated Payment Terms version. A material clarification must be included in that record rather than left solely in a message or call. Required project-specific notices, lien forms and cancellation forms remain part of the applicable construction documentation. These Terms do not replace those documents or make Nestimates a party to the Contractor's construction undertaking.

B15 Provisional status and Held Bids

(a) Entry. A business holding an ROC license may enter the Services through quick signup by identifying its ROC license, confirming the license record is its own, identifying the person creating the Account and that person's role, confirming a mobile number, and accepting these Terms, including a separately recorded acceptance of Part B. The Account's legal business name is taken from the license record. A pest-management business onboards through the standard process. Until Nestimates completes screening, the business is a Provisional Contractor under Section 2.11.

(b) Limits of provisional status. A Provisional Contractor may view Project opportunities, receive alerts it has opted into, read Project Q&A and submit Held Bids. It may not ask a question in Project Q&A, have a bid shown to, counted for or selected by a Homeowner, receive a Homeowner's name, contact details or street address, be described or counted as Screened, or represent to anyone that it has been approved by Nestimates.

(c) Held Bids. A Held Bid is a conditional submission to Nestimates only, within the meaning of Section 2.11(b). By submitting one, the Provisional Contractor represents that its license is active and covers the trade, that the bid is a bona fide offer it will honor if released and selected, and that it will complete the three steps to release its bid shown in the Account, consisting of its insurance documents, its business details and the contractor basics acknowledgement. A Held Bid is held for the bid validity period in Section 5.13(a), may be revised or withdrawn by the Provisional Contractor at any time before release, and closes without release and without liability to either party if that period ends or the Project is awarded or closed before release. Nestimates may decline to release a Held Bid for any reason permitted by Section 12.2 or because screening is incomplete, and requires reconfirmation before release if the Project Brief materially changed while the bid was held. Expiration or nonrelease is not a withdrawal under B11 and does not affect Standing.

(d) Screening confirmation. Before release, Nestimates confirms that the license is active and covers the trade, that the person who created the Account is an owner, officer or qualifying party on the license record or holds written authority from one, and that the license, insurance and other onboarding documents meet the compliance requirements. Nestimates may rely on public records, the documents supplied, automated document reading and reviewer judgment, and its decision to approve, defer or decline is a marketplace eligibility decision made in its reasonable discretion.

B16 Bid identification, representations and conduct

(a) License identification. A Contractor performing ROC-regulated work authorizes display of its license number, preceded by "ROC," on bids and other records where A.R.S. §§ 32-1124 and 32-1158 or other law require it. A pest-management business identifies its applicable Arizona Department of Agriculture business license and supplies legally required identification and disclosures. The Contractor remains responsible for its own bids, contracts and advertising. Required license information may allow a public-record lookup of the business before Accepted status, notwithstanding a nonidentifying bid label.

(b) Representations. Each time the Contractor submits, reconfirms or keeps a bid, it represents that the bid is accurate and complete, that it can perform the work within its license classification at the stated price, that its insurance is in force, that the price includes all mandatory charges for the offered scope, that it has disclosed material assumptions and exclusions, and that, before the authorized introduction, it did not communicate with the Homeowner outside the Services about the Project.

(c) Conduct with Homeowners. The Contractor must deal honestly and courteously with Homeowners, must not pressure a Homeowner to approve work, accept a Change Order, sign a waiver, post a review or pay outside the platform, and must not make a Homeowner's statutory rights, review or complaint a

condition of performance or warranty. The Contractor must comply with applicable telemarketing, do-not-call, home-solicitation and consumer-protection laws in any contact with a Homeowner, and may contact a Homeowner only through the channels and for the purposes the Services and the Project Agreement permit.

(d) Independent business. The Contractor acknowledges that it operates an independent business, decides whether and what to bid, sets its own prices, is free to perform services for others, bears its own business expenses and risk, is not entitled to any benefit from Nestimates, and is responsible for classifying and compensating its own workers. Nothing in the Services, Standing, tiers, alerts, templates or administrative tools gives Nestimates the right to control the manner or means of the Contractor's work.

(e) Confidentiality. Homeowner information, Project addresses, interior media, bid data of other Contractors that the Contractor may incidentally learn, and nonpublic information about the Services are confidential and may be used only for the Project and purposes these Terms permit. This obligation survives termination.