

1. **Youtil Terms and Conditions**

2. **INTRODUCTION TO Youtil**

3. Youtil (henceforth referred to as “Youtil”: including but not limited to Youtil.com, the Youtil App Ecosystem, the Youtil Marketplace, etc.) is offered to you, conditioned on your acceptance without modification, of the following terms, conditions, and notices contained in this agreement (the “Youtil Terms and Conditions”). Your use of Youtil or submission of service requests via telephone constitutes your agreement to all such terms, conditions, and notices in effect at such time. Youtil reserves the right to amend these Terms & Conditions at any time.
4. The Youtil App Ecosystem may be accessed through your Android phone or iOS mobile device, or through a web browser. You may register for Youtil using a password of your choosing.
5. These Terms & Conditions were last updated on **June 21st, 2018**.

6. **Youtil’s SERVICES**

1. All terms and conditions regarding the scope, performance, and terms of a job or project entered into between a client and an LED/Energy Professional who is sourced from within the Youtil Ecosystem *that are not explicitly laid out in this document*, (the “Youtil Terms and Conditions”), are laid out in the project proposal submitted by the LED/Energy Professional.
2. Youtil uses job criteria to pair or attempt to pair you to LED/Energy Professionals in your area. However, we do not guarantee that we will be able to match your service needs with an LED/Energy Professional or that there are LED/Energy Professionals in your area that are either capable or willing to complete your service needs.
3. Youtil make no guarantees, warranties or representations regarding the skills or capabilities of such LED/Energy Professionals should you elect to retain their services. While we employ measures to examine the credentials of the LED/Energy Professionals participating the Youtil App Ecosystem, **Youtil does not guarantee, endorse, or recommend the services of any individual LED/Energy Professional.** Warranty conditions and agreements between the Client and the LED/Energy Professional are set out separately from this document in the project proposal process between Client and LED/Energy Professional. Youtil does not guarantee or warrant any LED/Energy Professional's performance or labor. The LED/Energy Professionals are not employees or agents of Youtil, nor is Youtil an agent of the LED/Energy Professionals.
4. **Release from Damages or Claims.** Any dispute with respect to any services provided by an LED/Energy Professional or the fees charged by any LED/Energy Professional, must be addressed by the Client directly with with the LED/Energy Professional. YOU HEREBY AGREE TO RELEASE Youtil (AND OUR OFFICERS, DIRECTORS,

SHAREHOLDERS, AFFILIATES, EMPLOYEES AND AGENTS) FROM ANY DAMAGES OR CLAIMS (INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES) OF EVERY KIND OR NATURE, DISCLOSED OR UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES AND YOUR DEALINGS WITH LED/Energy Professionals.

7. **PAYMENTS**

8. Payment for all services provided by LED/Energy Professionals is done through the Youtil website, apps, or services. Should you have any dispute with the goods or services provided by the LED/Energy Professional(s) you select, as set forth in in Section 2, #7, you must contact the LED/Energy Professional and resolve such dispute with the LED/Energy Professional. With any dispute regarding the amount of money that you paid for the services by the LED/Energy Professional please advise us immediately. If we have not heard from you with documented proof of any issues provided within ten (10) days after the payment has been made for the LED/Energy Professional services, the purchase of the services is final and you will not be entitled to a refund, except as may expressly be limited by Federal, state or local law.

Signature

Printed Name

Date
