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As filed with the Securities and Exchange Commission on October 22, 2018

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

ANGI Homeservices Inc.
(Exact name of registrant as specified in its charter)

Delaware	**82-1204801**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

14023 Denver West Parkway
Building 64
Golden, CO 80401
(303) 963-7200
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

ANGI Homeservices Inc.
General Counsel
c/o IAC/InterActiveCorp
555 West 18th Street
New York, NY 10011
Telephone: (212) 314-7300
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Brandon Van Dyke
Dwight S. Yoo
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Telephone: (212) 735-3000
Facsimile: (212) 735-2000

Approximate date of commencement of proposed sale to the public:
From time to time after the effective date of this registration statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐	Accelerated filer ☐	Non-accelerated filer ☒	Smaller reporting company ☐ Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☒

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share(2)	Proposed Maximum Aggregate Offering Price(2)	Amount of Registration Fee
Class A Common Stock, par value $0.001 per share	7,482,167	$19.12	$143,059,033.04	$17,338.76

(1) The shares of Class A Common Stock, par value $0.001 per share ("Class A Common Stock"), will be offered for resale by the selling stockholders pursuant to the prospectus contained herein. Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers any additional securities that may be offered or issued in connection with any stock split, stock dividend or similar transaction.

(2) Calculated pursuant to Rule 457(c) under the Securities Act based on the average of the high and low prices of the Class A Common Stock as reported on the Nasdaq Global Select Market on October 15, 2018.

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Prospectus

ANGI Homeservices Inc.

7,482,167 Shares of Class A Common Stock

This prospectus relates to the offer and sale from time to time by the selling stockholders named in this prospectus of up to 7,482,167 shares of our Class A Common Stock, par value $0.001 per share. We are registering the offer and sale of these shares of Class A Common Stock to satisfy our obligations pursuant to a registration rights agreement, dated October 19, 2018, among us and the selling stockholders. See "Selling Stockholders." The registration of these shares of Class A Common Stock does not necessarily mean that any of the shares of Class A Common Stock will be offered or sold by the selling stockholders. We will not receive any proceeds from the sale of the shares of Class A Common Stock by the selling stockholders.

The selling stockholders may sell the shares of Class A Common Stock described in this prospectus through public or private transactions at fixed prices, at prevailing market prices at the time of the sale, at prices related to such prevailing market prices, at varying prices determined at the time of sale or at negotiated prices. See "Plan of Distribution."

Our Class A Common Stock is listed on The Nasdaq Global Select Market ("Nasdaq") under the trading symbol "ANGI." On October 19, 2018, the last reported sales price of our Class A Common Stock was $19.31 per share.

Investing in our Class A Common Stock involves a number of risks. You should read the section entitled "Risk Factors" beginning on page 4 of this prospectus before buying our Class A Common Stock. Information regarding risks involved when investing in our Class A Common Stock are also included in documents incorporated by reference into this prospectus and may also be included in any prospectus supplement(s) and/or documents incorporated by reference therein.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these shares of Class A Common Stock or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this prospectus is October 22, 2018

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the Securities and Exchange Commission (the "SEC") as a "well-known seasoned issuer" (as defined in Rule 405 under the Securities Act). Under the shelf registration rules, using this prospectus and, if required, one or more prospectus supplements, the selling stockholders identified in this prospectus may sell, from time to time, the shares of Class A Common Stock covered by this prospectus in one or more offerings. See "Plan of Distribution."

We may provide a prospectus supplement containing specific information about the terms of a particular offering by any of the selling stockholders. The prospectus supplement may also add, update or change information contained in this prospectus. If the information in this prospectus is inconsistent with a prospectus supplement, you should rely on the information in that prospectus supplement. You should also carefully read the additional information and documents described under "Where You Can Find More Information."

You should rely only on the information contained or incorporated by reference in this prospectus or any prospectus supplement prepared by us or on our behalf. Neither we nor the selling stockholders have authorized anyone to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. Neither we nor the selling stockholders are making an offer to sell these shares of Class A Common Stock in any jurisdiction where the offer or sale is not permitted.

You should not assume that the information in the registration statement, this prospectus, any prospectus supplement or any other offering materials is accurate as of any date other than the date on the front of each document or that information incorporated by reference into this prospectus or any prospectus supplement is accurate as of any date other than the date of the document incorporated by reference. Our business, financial condition, results of operations and prospects may have changed since such date.

The information in this prospectus is accurate as of the date on the front cover. You should not assume that the information contained in this prospectus is accurate as of any other date.

In this prospectus, unless otherwise specified or the context requires otherwise, the terms "ANGI Homeservices," the "Company," "we," "us" and "our" refer to ANGI Homeservices Inc. and its subsidiaries.

Trademarks, Service Marks and Trade Names

This prospectus contains references to our: (i) trademarks, service marks or trade names or (ii) trademarks or service marks for which we have pending applications or common law rights. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ® or ™ symbols, but such references are not intended to indicate, in any way, that we will not assert to the fullest extent under applicable law, our rights to these trademarks, service marks and trade names.

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, any accompanying prospectus supplement(s) and the documents incorporated by reference herein or therein may contain certain "forward-looking statements" as that term is defined in the Private Securities Litigation Reform Act of 1995. The use of words such as "anticipates," "estimates," "expects," "plans" and "believes," among others, generally identify forward-looking statements. These forward-looking statements include, among others, statements relating to our future financial performance, business prospects and strategy, anticipated trends and prospects in home services industry, expected synergies and other benefits to be realized following the combination of the HomeAdvisor Business (as defined below) and Angie's List, Inc. on September 29, 2017 (the "Combination") and other similar matters. "HomeAdvisor Business" means the businesses and operations of the HomeAdvisor segment of IAC/InterActiveCorp ("IAC"), our controlling stockholder, as reported in IAC's filings with the SEC.

These forward-looking statements are based on our management's current expectations and assumptions about future events, which are inherently subject to uncertainties, risks and changes in circumstances that are difficult to predict. Actual results could differ materially from those contained in these forward-looking statements for a variety of reasons, including, among others: (i) our ability to compete effectively against current and future competitors, (ii) the failure or delay of the home services market to migrate online, (iii) adverse economic events or trends, particularly those that adversely impact consumer confidence and spending behavior, (iv) our ability to establish and maintain relationships with quality service professionals, (v) our ability to build, maintain and/or enhance our various brands, (vi) our ability to market our various products and services in a successful and cost-effective manner, (vii) our continued ability to communicate with consumers and service professionals via e-mail or an effective alternative means of communication, (viii) our ability to introduce new and enhanced products and services that resonate with consumers and service professionals and that we are able to effectively monetize, (ix) our ability to realize the expected benefits of the Combination within the anticipated time frames or at all, (x) the integrity, efficiency and scalability of our technology systems and infrastructures (and those of third parties) and our ability to enhance, expand and adapt our technology systems and infrastructures in a timely and cost-effective manner, (xi) our ability to protect our systems from cyberattacks and to protect personal and confidential user information, (xii) the occurrence of data security breaches, fraud and/or additional regulation involving or impacting credit card payments, (xiii) our ability to adequately protect our intellectual property rights and not infringe the intellectual property rights of third parties, (xiv) our ability to operate (and expand into) international markets successfully, (xv) operational and financial risks relating to acquisitions, (xvi) changes in key personnel, (xvii) increased costs and strain on our management as a result of operating as a new public company, (xviii) adverse litigation outcomes and (xix) various risks related to our relationship with IAC and our outstanding indebtedness. Certain of these and other risks and uncertainties are discussed on page 4 of this prospectus and in our filings with the SEC, including in Part I-Item 1A-Risk Factors of our Annual Report on Form 10-K for the fiscal year ended December 31, 2017 (our "2017 Form 10-K").

Other unknown or unpredictable factors that could also adversely affect our business, financial condition and operating results may arise from time to time. In light of these risks and uncertainties, the forward-looking statements discussed in this prospectus may not prove to be accurate. Accordingly, you should not place undue reliance on these forward-looking statements, which only reflect the views of our management as of the date of this prospectus. We do not undertake to update these forward-looking statements.

ANGI HOMESERVICES INC.

We connect millions of homeowners to home service professionals through our portfolio of digital home service brands, including HomeAdvisor® and Angie's List®. Combined, these leading marketplaces allow homeowners to match, research and connect on-demand to the largest network of service professionals either online, through our mobile apps or by voice assistants. The network of service professionals across our platforms is supported by approximately 15 million consumer reviews submitted on hundreds of thousands of service professionals, collected over the course of over 20 years. We own and operate brands in eight countries.

We have two operating segments: (i) North America, which primarily includes the HomeAdvisor digital marketplace, Angie's List, mHelpDesk and HomeStars, and (ii) Europe, which includes Travaux.com, MyHammer, MyBuilder, Werkspot and Instapro.

We own and operate the HomeAdvisor digital marketplace service in the United States (the "Marketplace"), which connects consumers with service professionals nationwide for home repair, maintenance and improvement projects. The Marketplace provides consumers with tools and resources to help them find local, pre-screened and customer-rated service professionals, as well as instantly book appointments with those professionals online. The Marketplace also connects consumers with service professionals instantly by telephone, as well as offers several home services-related resources, such as cost guides for different types of home services projects.

We also own and operate Angie's List, which connects consumers with service professionals for local services through a nationwide online directory of service professionals. Angie's List also provides consumers with valuable tools, services and content, including more than ten million verified reviews of local service professionals, to help them research, shop and hire for local services. We provide consumers with access to the Angie's List nationwide online directory and related basic tools and services free of charge.

We also operate several international businesses that connect consumers with home service professionals. These international businesses include: (i) MyHammer, Travaux and Werkspot, the leading home services marketplaces in Germany, France and the Netherlands, respectively, (ii) MyBuilder, HomeStars and Instapro, leading home services marketplaces in the United Kingdom, Canada and Italy, respectively, and (iii) the Austrian operations of MyHammer. We own controlling interests in MyHammer, MyBuilder and HomeStars and wholly-own Travaux, Werkspot and Instapro. The business models of our international businesses vary by jurisdiction and differ in certain respects from the Marketplace business model.

Our principal executive offices are located at 14023 Denver West Parkway, Building 64, Golden, CO 80401 and our telephone number is (303) 963-7200. We maintain a website at *www.angihomeservices.com*. The information on, or accessible through, our website or the websites of any of our brands and businesses is not part of this prospectus and should not be relied upon in connection with making any investment decision with respect to the shares of Class A Common Stock offered pursuant to this prospectus.

RISK FACTORS

Investing in our Class A Common Stock involves risks. See the risk factors described in Part I-Item 1A-Risk Factors of our 2017 Form 10-K and those contained in our other filings with the SEC that are incorporated by reference into this prospectus. Before making an investment decision, you should carefully consider these risks, as well as other information included or incorporated by reference into this prospectus. These risks could materially affect our business, financial condition or results of operations and cause the value of our Class A Common Stock to decline. You could lose all or part of your investment.

USE OF PROCEEDS

The selling stockholders will receive all of the net proceeds from the sale of any shares of Class A Common Stock under this prospectus. The Company is not selling any shares of Class A Common Stock under this prospectus and it will not receive any proceeds from the sale of any shares of Class A Common Stock by the selling stockholders.

SELLING STOCKHOLDERS

In connection with the consummation of our acquisition of Handy Technologies, Inc. ("Handy") on October 19, 2018 (the "Acquisition") pursuant to the terms of an acquisition agreement dated September 29, 2018, we issued an aggregate of 7,482,167 shares of our Class A Common Stock to the selling stockholders. The selling stockholders were equity holders in Handy and received shares of Class A Common Stock as consideration in the Acquisition in reliance on the private offering exemption of Section 4(a)(2) of the Securities Act. Concurrently with the closing of the Acquisition, we also entered into the registration rights agreement with the selling stockholders (the "Registration Rights Agreement"), whereby we agreed to file with the SEC a registration statement on Form S-3 in accordance with Rule 415 under the Securities Act to register the shares of our Class A Common Stock that we issued to the selling stockholders pursuant to the Acquisition.

The registration statement of which this prospectus forms a part covers the public resale of the shares of Class A Common Stock beneficially owned by the selling stockholders listed in the table below. The selling stockholders may from time to time offer and sell, pursuant to this prospectus and in accordance with the Registration Rights Agreement, any or all of the shares of Class A Common Stock beneficially owned by them and covered by this prospectus. The selling stockholders may sell some, all or none of the shares of Class A Common Stock covered by this prospectus and make no representations that such shares will be offered for sale.

As used in this prospectus, the term "selling stockholders" includes only the selling stockholders listed below, and the pledgees, donees, transferees, assignees, successors and others who later come to hold any of the selling stockholders' interest in our Class A Common Stock other than through a public sale. Information about the selling stockholders and certain transferees may change over time. Any changed information will be set forth in prospectus supplements, if required. The selling stockholders may sell all, some or none of their shares in this offering. See "Plan of Distribution."

The table below presents information regarding the selling stockholders and the shares of Class A Common Stock that they may offer and sell pursuant to this prospectus. Beneficial ownership is determined in accordance with applicable SEC rules, which generally attribute beneficial ownership of securities to persons who possess sole or shared voting power or investment power with respect to such securities. Except as otherwise indicated, we believe that the selling stockholders have sole voting and investment power with respect to all shares of Class A Common Stock shown as beneficially owned by

them. All selling stockholder information has been furnished by or on behalf of the selling stockholders.

Name of Selling Stockholder	Shares of Class A Common Stock Beneficially Owned Prior to Offering(1)(2)		Maximum Number of Shares of Class A Common Stock to be Offered Pursuant to this Prospectus	Shares of Class A Common Stock Beneficially Owned After Offering(1)(2)	
	Number	Percent		Number	Percent
Entities affiliated with General Catalyst(3)	1,504,082	2.04%	1,504,082	—	—
Entities affiliated with Highland Capital Partners(4)	1,326,725	1.80%	1,326,725	—	—
Revolution Growth II, LP(5)	1,355,416	1.84%	1,355,416	—	—
Affiliates of FMR LLC(6)	2,043,525	3.27%	1,275,280	1,128,245	1.53%
Addventure V Limited(7)	510,112	*	510,112	—	—
Oisin Hanrahan(8)	216,971	*	216,971	—	—
Umang Dua(9)	215,157	*	215,157	—	—
TPG Handy Holdings, LP(10)	331,573	*	331,573	—	—
Hydrazine Capital, LLC(11)	86,720	*	86,720	—	—
Mostafa Group, LLC(12)	102,022	*	102,022	—	—
Tusk Ventures LLC(13)	103,649	*	103,649	—	—
Sound Ventures, LLC(14)	51,011	*	51,011	—	—
All other selling stockholders who beneficially own, in the aggregate, less than 1% of our Class A Common Stock	403,449	*	403,449	—	—

* Represents beneficial ownership of less than 1%.

(1) The percentage of beneficial ownership prior to this offering is based on 66,073,192 shares of Class A Common Stock outstanding as of September 30, 2018 plus 7,482,167 shares of Class A Common Stock covered by this prospectus.

(2) Assumes that all the shares of the selling stockholders covered by this prospectus are sold, and that the selling stockholders do not acquire any additional shares of Class A Common Stock before the completion of this offering. However, because the selling stockholders can offer all, some, or none of their shares of Class A Common Stock, no definitive estimate can be given as to the number of shares that the selling stockholder will ultimately offer or sell under this prospectus.

(3) Consists of 1,473,332 shares held by General Catalyst Group V, LP ("GC Group V") and 30,750 shares held by GC Entrepreneurs Fund V, LP ("GC Entrepreneurs"). General Catalyst GP V, LLC ("GP V LLC") is the general partner of General Catalyst Partners V, L.P. ("GP V LP"), which is the general partner of GC Group V and GC Entrepreneurs. Each of David Fialkow, Joel Cutler and Hemant Taneja is a managing director of GP V LLC and may be deemed to share voting and investment power over the shares held of record and by GC Group V and GC Entrepreneurs. Each of GP V LLC, GP V LP, David Fialkow, Joel Cutler and Hemant Taneja disclaims beneficial ownership of all shares held by the foregoing entities. The business address of these accounts is 20 University Road, Suite 450, Cambridge, MA 02138.

(4) Consists of (i) 275,610 shares held by Highland Capital Partners VII Limited Partnership, (ii) 66,784 shares held by Highland Capital Partners VII-B Limited Partnership, (iii) 97,258 shares held by Highland Capital Partners VII-C Limited Partnership, (iv) 8,634 shares held by Highland Entrepreneurs' Fund VII Limited Partnership, (v) 637,422 shares held by Highland Capital Partners VIII Limited Partnership, (vi) 9,879 shares held by Highland Capital Partners VIII-B Limited Partnership and (vii) 231,138 shares held by Highland Capital Partners VIII-C Limited

Partnership. Highland Management Partners VII Limited Partnership, a Delaware limited partnership ("HMP VII LP"), is the general partner of the Highland Capital Partners VII Limited Partnership, Highland Capital Partners VII-B Limited Partnership, Highland Capital Partners VII-C Limited Partnership and Highland Entrepreneurs' Fund VII Limited Partnership (collectively, the "Highland VII Investing Entities"). Highland Management Partners VII, LLC, a Delaware limited liability company ("HMP VII LLC"), is the general partner of HMP VII LP. Paul A. Maeder, Sean M. Dalton, Robert J. Davis, Daniel J. Nova and Corey M. Mulloy are the managing members of HMP VII LLC (the "Highland Managing Members"). HMP VII LLC, as the general partner of the general partner of the Highland VII Investing Entities may be deemed to have beneficial ownership of the shares held by the Highland VII Investing Entities. The Highland Managing Members have shared power over all investment decisions of HMP VII LLC and therefore may be deemed to share beneficial ownership of the shares held by the Highland VII Investing Entities. Each Highland Managing Member disclaims beneficial ownership of the shares held by the Highland VII Investing Entities. Each of HMP VII LLC and HMP VII LP disclaims beneficial ownership of the shares held by the Highland VII Investing Entities.
Highland Management Partners VIII Limited Partnership, a Cayman exempted limited partnership ("HMP VIII LP"), is the general partner of Highland Capital Partners VIII Limited Partnership, Highland Capital Partners VIII-B Limited Partnership and Highland Capital Partners VIII-C Limited Partnership (together, the "Highland VIII Investing Entities"). Highland Management Partners VIII Limited, a company incorporated under the laws of the Cayman Islands ("HMP VIII Ltd."), is the general partner of HMP VIII LP. Paul A. Maeder, Sean M. Dalton, Robert J. Davis, Daniel J. Nova and Corey M. Mulloy are the directors of HMP VIII Ltd. (the "Highland Directors"). HMP VIII Ltd., as the general partner of the general partner of the Highland VIII Investing Entities may be deemed to have beneficial ownership of the shares held by the Highland VIII Investing Entities. The Highland Directors have shared power over all investment decisions of HMP VIII Ltd. and therefore may be deemed to share beneficial ownership of the shares held by the Highland VIII Investing Entities. Each Highland Director disclaims beneficial ownership of the shares held by the Highland VIII Investing Entities. Each of HMP VIII Ltd. and HMP VIII LP disclaims beneficial ownership of the shares held by the Highland VIII Investing Entities.
The principal business address of these accounts is One Broadway, 16th Floor, Cambridge, MA 02142.

(5) Steven J. Murray is the operating manager of Revolution Growth UGP II, LLC, the general partner of Revolution Growth GP II, LP, which is the general partner of Revolution Growth II, LP. Revolution Growth UGP II, LLC, Revolution Growth GP II, LP and Mr. Murray may be deemed to have voting and dispositive power with respect to these shares. The business address of these accounts is 1717 Rhode Island Avenue, NW, 10th Floor, Washington, DC 20036.

(6) Consists of 1,057,296 shares held by Fidelity Contrafund: Fidelity Contrafund, 91,774 shares held by Fidelity Contrafund Commingled Pool, 1,966 shares held by Fidelity OTC Commingled Pool and 1,252,489 shares held by Fidelity Securities Fund: Fidelity OTC Portfolio.

These accounts are managed by direct or indirect subsidiaries of FMR LLC. Abigail P. Johnson is a Director, the Vice Chairman, the Chief Executive Officer and the President of FMR LLC.

Members of the Johnson family, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940, to

form a controlling group with respect to FMR LLC.
Neither FMR LLC nor Abigail P. Johnson has the sole power to vote or direct the voting of the shares owned directly by the various investment companies registered under the Investment Company Act (the "Fidelity Funds") advised by Fidelity Management & Research Company ("FMR Co."), a wholly owned subsidiary of FMR LLC, which power resides with the Fidelity Funds' boards of trustees. FMR Co. carries out the voting of the shares under written guidelines established by the Fidelity Funds' boards of trustees. The business address of these accounts is 245 Summer Street, Boston, MA 02210. The Fidelity Funds are affiliates of registered broker-dealers.

(7) Pavel Terentev and Maxim Medvedev are the controlling persons of AddVenture V Limited and may be deemed to have voting and dispositive power with respect to these shares. The business address of these accounts is 5, Temislocles Dervis Str., Elenion Building, 1066, Nicosia, Cyprus.

(8) Mr. Hanrahan's principal business address is 53 West 23rd Street, 3rd Floor, New York, NY 10011.

(9) Mr. Dua's principal business address 53 West 23rd Street, 3rd Floor, New York, NY 10011.

(10) The general partner of TPG Handy Holdings, LP is TPG Growth II Advisors, Inc. David Bonderman and James G. Coulter are the shareholders of TPG Growth II Advisors, Inc. Each of TPG Growth II Advisors, Inc., Mr. Bonderman and Mr. Coulter may be deemed to have voting and dispositive power with respect to these shares. TPG Handy Holdings, LP has represented to us that it is an affiliate of a registered broker-dealer and that it acquired the shares to be resold in the ordinary course of business and, at the time of the acquisition of such shares, it had no agreements or understandings, directly or indirectly, with any person to distribute such securities. The business address of these accounts is 301 Commerce Street, Suite 3300, Fort Worth, TX 76102.

(11) Sam Altman is the controlling person of Hydrazine Capital, LLC and may be deemed to have voting and dispositive power with respect to these shares. The business address of these accounts is 29 Dorland Street, San Francisco, CA 94110.

(12) The business address of these accounts is 956 Bellview Road, McLean, VA 22102.

(13) Bradley Tusk is the CEO of Tusk Ventures LLC and may be deemed to have voting and dispositive power with respect to these shares. The business address of these accounts is 251 Park Avenue South, 8th Floor, New York, NY 10010.

(14) Live Nation Entertainment, Inc. is the parent entity of Sound Ventures, LLC and may be deemed to have voting and dispositive power with respect to these shares. The business address of these accounts is 9348 Civic Center Drive, Beverly Hills, CA 90210.

DESCRIPTION OF CAPITAL STOCK

This prospectus contains a summary description of our capital stock and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws. This summary description is not complete and is qualified in its entirety by: (i) the full text of our amended and restated certificate of incorporation and amended and restated bylaws, which are incorporated by reference herein as exhibits to our registration statement of which this prospectus forms a part, and (ii) the applicable provisions of Delaware law.

Our authorized capital stock consists of 5,500,000,000 shares of stock, comprised of 2,000,000,000 shares of Class A Common Stock, par value $0.001 per share, 1,500,000,000 shares of Class B Common Stock, par value $0.001 per share ("Class B Common Stock"), 1,500,000,000 shares of Class C Common Stock, par value $0.001 per share ("Class C Common Stock"), and 500,000,000 shares of preferred stock, par value $0.001 per share. As of September 30, 2018, there were 66,073,192 shares of Class A Common Stock outstanding, 415,904,443 shares of Class B Common Stock outstanding and no shares of Class C Common Stock or preferred stock outstanding. The number of authorized shares of any class of stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the vote of the holders of a majority of the voting power of all then-outstanding shares of Class A Common Stock, Class B Common Stock and any outstanding series of preferred stock entitled to vote thereon, voting together as one class.

Common Stock

The rights of holders of Class A Common Stock, Class B Common Stock and Class C Common Stock are identical, except for the differences described below under "—Voting Rights," "—Dividend Rights" and "—Conversion Rights." Any authorized but unissued shares of Class A Common Stock, Class B Common Stock and Class C Common Stock are available for issuance by our board of directors without any further stockholder action, subject to any limitations imposed by the Marketplace Rules of The Nasdaq Stock Market, LLC (the "Nasdaq Rules").

Voting Rights

Holders of Class A Common Stock are entitled to one vote per share on all matters to be voted upon by stockholders. Holders of Class B Common Stock are entitled to ten votes per share on all matters to be voted upon by stockholders. Holders of Class C Common Stock are not entitled to any votes per share (except as, and then only to the extent, otherwise required by the laws of Delaware, in which case holders of Class C Common Stock are entitled to one one-hundredth of a vote per share). None of the holders of Class A Common Stock, Class B Common Stock or Class C Common Stock have cumulative voting rights in the election of directors.

Dividend Rights

Holders of Class A Common Stock, Class B Common Stock and Class C Common Stock are entitled to ratably receive dividends (other than in the event of a share distribution or an asset distribution, as further described below) if, as and when declared from time to time by our board of directors in its discretion out of funds legally available for that purpose, after payment of any dividends required to be paid on any outstanding preferred stock. Under Delaware law, we can only pay dividends either out of "surplus" or out of the current or the immediately preceding year's net profits. Surplus is defined as the excess, if any, at any given time, of the total assets of a corporation over its total liabilities and statutory capital. The value of a corporation's assets can be measured in a number of ways and may not necessarily equal their book value.

In a distribution of shares of our common stock, we may distribute: (i) shares of Class C Common Stock (or securities convertible into or exercisable or exchangeable for shares of Class C Common

Stock), on an equal per share basis, to holders of Class A Common Stock, Class B Common Stock and Class C Common Stock or (ii) (x) shares of Class A Common Stock (or securities convertible into or exercisable or exchangeable for shares of Class A Common Stock), on an equal per share basis, to holders of Class A Common Stock, (y) shares of Class B Common Stock (or securities convertible into or exercisable or exchangeable for shares of Class B Common Stock), on an equal per share basis, to holders of Class B Common Stock and (z) shares of Class C Common Stock (or securities convertible into or exercisable or exchangeable for shares of Class C Common Stock), on an equal per share basis, to holders of Class C Common Stock.

In a distribution of any other of our securities or the capital stock or other securities of another person or entity, we may choose to distribute: (i) identical securities, on an equal per share basis, to holders of Class A Common Stock, Class B Common Stock and Class C Common Stock, (ii) a separate class or series of securities to holders of shares of Class A Common Stock, a separate class of securities to holders of shares of Class B Common Stock and a separate class or series of securities to holders of shares of Class C Common Stock, on an equal per share basis, (iii) a separate class or series of securities to holders of shares of Class B Common Stock and a different class or series of securities to holders of shares of Class A Common Stock and Class C Common Stock, on an equal per share basis or (iv) a separate class or series of securities to holders of shares of Class C Common Stock and a different class or series of securities to holders of shares of Class A Common Stock and Class B Common Stock, on an equal per share basis, provided that, in the case of clause (ii), (iii) or (iv), the different classes or series of securities to be distributed are not different in any respect other than their relative voting rights (and any related differences in designation, conversion, redemption and share distribution provisions, as applicable), with either (x) holders of shares of Class B Common Stock receiving the class or series of securities having the highest relative voting rights or (y) holders of shares of Class B Common Stock and Class A Common Stock receiving a class or series of securities having the highest relative voting rights. A dividend involving a class or series of securities of another person or entity may be treated as a share distribution or as an asset distribution as determined by our board of directors.

In a distribution of our assets (including shares of any class or series of capital stock of another person or entity owned by us) to holders of any class or classes of common stock, a dividend in cash and/or other property will be paid to holders of each other class of common stock then outstanding on an equal per share basis in an amount, in the case of a dividend consisting solely of cash, equal to the fair market value of such holders' ownership interest in the assets paid as a dividend pursuant to the asset distribution, or having a fair market value, in the case of any other dividend, equal to the fair market value of such holders' ownership interest in assets paid as a dividend pursuant to the asset distribution.

Our board of directors has the power and authority to, in good faith, make all determinations regarding, among other things: (i) whether or not a dividend is an equal dividend per share or is declared and paid on an equal per share basis, (ii) whether one or more classes or series of securities differ in any respect other than their relative voting rights and (iii) any other interpretations that may be required under the dividend rights provisions of the amended and restated certificate of incorporation described above.

Conversion Rights

Shares of Class B Common Stock are convertible into shares of Class A Common Stock at the option of the holder at any time on a share for share basis. The conversion ratio will in all events be equitably preserved in the event of any recapitalization of the Company by means of a stock dividend on, or a stock split or combination of, the outstanding shares of Class A Common Stock or of Class B Common Stock, or in the event of any merger, consolidation or other reorganization of the Company with another corporation. Upon the conversion of a share of Class B Common Stock into a share of

Class A Common Stock, the applicable share of Class B Common Stock will be retired and will not be subject to reissue. Shares of Class A Common Stock and shares of Class C Common Stock have no conversion rights.

Liquidation Rights

Upon the liquidation, dissolution or winding up of the Company, holders of Class A Common Stock, Class B Common Stock and Class C Common Stock are entitled to receive ratably the assets available for distribution to the stockholders after the rights of holders of shares of preferred stock have been satisfied.

Other Matters

Shares of Class A Common Stock, Class B Common Stock and Class C Common Stock have no preemptive rights pursuant to the terms of our amended and restated certificate of incorporation and amended and restated bylaws. There are no redemption or sinking fund provisions applicable to shares of Class A Common Stock, Class B Common Stock or Class C Common Stock. All outstanding shares of Class A Common Stock and of Class B Common Stock are fully paid and non-assessable.

Listing

Our Class A Common Stock is listed on The Nasdaq Global Select Market under the symbol "ANGI."

Transfer Agent and Registrar

The transfer agent and registrar for our Class A Common Stock is Computershare Trust Company, N.A.

Preferred Stock

Pursuant to our amended and restated certificate of incorporation, shares of preferred stock are issuable from time to time, in one or more series, with the designations of the series, the voting rights of the shares of the series (if any), the powers, preferences and relative, participation, optional or other special rights (if any), and any qualifications, limitations or restrictions thereof as our board of directors from time to time may adopt by resolution (and without further stockholder approval, subject to any limitation imposed by Nasdaq Rules). The rights, preferences and privileges of such preferred stock may be greater than, and may adversely affect, the rights of our common stock. Each series will consist of that number of shares as will be stated and expressed in the certificate of designations providing for the issuance of the preferred stock of the series.

Anti-Takeover Effects of Provisions of our Amended and Restated Certificate of Incorporation, Amended and Restated Bylaws and Other Agreements

Certain provisions of the Delaware General Corporation Law (the "DGCL") and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws summarized below may be deemed to have an anti-takeover effect and may delay, deter or prevent a tender offer or takeover attempt that a stockholder might consider to be in such stockholder's best interests, including attempts that might result in a premium being paid over the market price for the shares held by our stockholders.

Multi-Class Structure

As discussed above, each share of Class B Common Stock has ten votes per share, while each share of Class A Common Stock (the only class of our stock that is publicly traded) has one vote per share. Except as provided in our amended and restated certificate of incorporation or by the DGCL, the holders of Class A Common Stock and the holders of Class B Common Stock vote on all matters (including the election of directors) together as one class. Our Class C Common Stock, of which no shares are outstanding, do not have any voting rights. IAC owns and controls all of the outstanding shares of Class B Common Stock, which at this time constitutes a substantial majority of both the total voting power and the total number of shares of our total outstanding capital stock. Even if IAC in the future owns significantly less than 50% of our total outstanding capital stock, because of the multi-class structure of our common stock and the higher relative voting rights of Class B Common Stock compared to Class A Common Stock, IAC will be able to control all matters in which the Class A Common Stock and the Class B Common Stock vote together as one class that are submitted to our stockholders for approval. This concentrated control could discourage others from initiating any potential merger, takeover or other change of control transaction that other stockholders may view as beneficial.

Director Vacancies

The DGCL provides that board vacancies and newly created directorships may be filled by a majority of the directors then in office (even though less than a quorum) or by a sole remaining director unless (i) otherwise provided in the certificate of incorporation or bylaws of the corporation or (ii) the certificate of incorporation directs that a particular class of stock is to elect such director, in which case a majority of the other directors elected by such class, or a sole remaining director elected by such class, will fill such vacancy.

Our amended and restated bylaws provide that vacancies and newly created directorships may be filled by the vote of a majority of the remaining directors elected by the stockholders who vote on such directorship (even if less than a quorum) or the vote or written consent of a majority of the voting power of the shares of our stock issued and outstanding and entitled to vote on such directorship (subject to the provisions of the Investor Rights Agreement, dated September 29, 2017 (the "Investor Rights Agreement"), by and between us and IAC, concerning two ANGI-Designated Directors (as such term is defined in the Investor Rights Agreement)).

No Cumulative Voting

Under the DGCL, cumulative voting for elections of directors is not permitted unless the corporation's certificate of incorporation specifically provides for it. Our amended and restated certificate of incorporation does not provide for cumulative voting.

Special Meetings of Stockholders

Under the DGCL, a special meeting of stockholders may be called by the board of directors or by such other persons as may be authorized in the certificate of incorporation or the bylaws of the corporation.

Our amended and restated bylaws provide that special meetings of the stockholders may be called by the chairman of our board of directors or by a majority of our directors. Our stockholders, however, may not call for a special meeting of the stockholders.

Amending Our Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Under the DGCL, a certificate of incorporation may be amended if: (i) the board of directors adopts a resolution setting forth the proposed amendment, declares the advisability of the amendment and directs that it be submitted to a vote at a meeting of stockholders (except that, unless required by the certificate of incorporation, no meeting or vote of stockholders is required to adopt an amendment for certain specified changes) and (ii) the holders of a majority of shares of stock entitled to vote on the matter approve the amendment, unless the certificate of incorporation requires the vote of a greater number of shares. If a class vote on the amendment is required by the DGCL, or by the certificate of incorporation, approval by a majority of the outstanding shares of stock of the class is required, unless a greater proportion is specified in the certificate of incorporation or by other provisions of the DGCL. Our amended and restated certificate of incorporation provides that we reserve the right to amend, alter, change or repeal any provision contained in the certificate of incorporation, as prescribed by the DGCL.

Under the DGCL, the board of directors may adopt, amend or repeal a corporation's bylaws if so authorized in the certificate of incorporation. The stockholders of a Delaware corporation also have the power to adopt, amend or repeal bylaws.

Our amended and restated certificate of incorporation and amended and restated bylaws allow the board of directors to adopt, amend or repeal the bylaws by the vote of a majority of all directors. Under the Investor Rights Agreement, however, up until the date on which the 2020 annual meeting of our stockholders is held, IAC has agreed not to vote in favor of any amendments to our certificate of incorporation or bylaws that would be inconsistent with certain provisions of the Investor Rights Agreement and would adversely affect the rights of holders of Class A Common Stock, other than as may be approved by the audit committee of our board of directors and a majority of the holders of Class A Common Stock.

Authorized but Unissued Shares

Delaware companies are permitted to authorize shares that may be issued in the future. A substantial number of unissued shares of our Class A Common Stock, Class B Common Stock, Class C Common Stock and preferred stock are available for future issuances by our board of directors without stockholder approval, subject to any limitations imposed by Nasdaq Rules. Issuances of these shares could be utilized for a variety of corporate purposes, including future offerings to raise additional capital, acquisitions and employee benefit plans. The existence of any authorized but unissued and unreserved Class A Common Stock, Class B Common Stock, Class C Common Stock and preferred stock could render more difficult or discourage an attempt to obtain control of the Company by means of a proxy contest, tender offer, merger or otherwise.

Exclusive Jurisdiction

Our amended and restated bylaws provide that a state court located within Delaware, or if no state court located within Delaware has jurisdiction, the federal district court for the District of Delaware, shall be the exclusive forum for all of the following: (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim for or based on breach of fiduciary duty owed by any current or former director or officer or other employee of the Company to us or to our stockholders, (iii) any action asserting a claim against us or any of our current or former directors, officers or other employees pursuant to the DGCL, our certificate of incorporation, or our bylaws, (iv) any action asserting a claim relating to or involving us that is governed by the internal affairs doctrine or (v) any action asserting an "internal corporate claim," as defined under the DGCL.

Limitation on Liability and Indemnification of Directors and Officers

Under the DGCL, subject to specified limitations in the case of derivative suits brought by a corporation's stockholders in its name, a corporation may indemnify any person who is made or is threatened to be made a party to any action, suit or proceeding on account of being a director, officer, employee or agent of the corporation (or was serving at the request of the corporation in such capacity for another corporation, partnership, joint venture, trust or other enterprise) against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, provided that there is a determination that: (i) the individual acted in good faith and in a manner the individual reasonably believed to be in or not opposed to the best interest of the corporation and (ii) in a criminal action or proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful. Without court approval, however, no indemnification may be made in respect of any derivative action in which an individual is adjudged liable to the corporation, except to the extent the Delaware Court of Chancery or the court in which such action or suit was brought determines upon application that, despite the adjudication but in view of all the circumstances of the case, such person is fairly and reasonably entitled to be indemnified.

The DGCL requires indemnification of directors and officers for expenses (including attorneys' fees) actually and reasonably relating to a successful defense on the merits or otherwise of a derivative or third party action.

Under DGCL, a corporation may advance expenses relating to the defense of any proceeding to directors and officers upon the receipt of an undertaking by or on behalf of the individual to repay such amount if it is ultimately determined that such person is not entitled to be indemnified.

The DGCL permits the adoption of a provision in a corporation's certificate of incorporation limiting or eliminating the monetary liability of a director to a corporation or its stockholders by reason of a director's breach of the fiduciary duty of care. The DGCL does not permit any limitation of the liability of a director for: (i) breaching the duty of loyalty to the corporation or its stockholders, (ii) acts or omissions not in good faith, (iii) engaging in intentional misconduct or a known violation of law, (iv) obtaining an improper personal benefit from a transaction or (v) paying a dividend or approving a stock repurchase or redemption that was illegal under applicable law.

In addition, our amended and restated certificate of incorporation provides that we must indemnify our directors and officers to the fullest extent authorized by law. Under our amended and restated bylaws, we are also expressly required to advance certain expenses to our directors and officers and are permitted to carry directors' and officers' insurance providing indemnification for our directors and officers for some liabilities.

Waiver of Corporate Opportunity of IAC and Officers and Directors of IAC

The DGCL permits the adoption of a provision in a corporation's certificate of incorporation renouncing any interests or expectancy of a corporation in, or in being offered an opportunity to participate in, specified business opportunities or specified classes or categories of business opportunities that are presented to the corporation or one or more of its officers, director or stockholders.

Our amended and restated certificate of incorporation includes a "corporate opportunity" provision that renounces any of our interests or expectancy: (i) to participate in any business of IAC or (ii) in any potential transaction or matter that may constitute a corporate opportunity for both (a) IAC and (b) us. Under this provision, we further recognize that (1) any of our directors or officers who are also officers, directors, employees or other affiliates of IAC or its affiliates (except that we will not be deemed affiliates of IAC or its affiliates for the purposes of this provision) and (2) IAC itself has no

duty to offer or communicate information regarding such a corporate opportunity. The provision generally provides that neither IAC nor our officers or directors who are also officers or directors of IAC or its affiliates will be liable to us or our stockholders for breach of any fiduciary duty by reason of (i) such person's participation in any business on behalf of IAC or (ii) the fact that any such person pursues or acquires any corporate opportunity for the account of IAC or its affiliates, directs or transfers such corporate opportunity to IAC or its affiliates, or does not communicate information regarding such corporate opportunity to us. This renunciation does not extend to corporate opportunities expressly offered to one of our officers or directors solely in his or her capacity as an officer or director of us.

PLAN OF DISTRIBUTION

The selling stockholders, and the pledgees, donees, transferees, assignees, successors and others who later come to hold any of the selling stockholders' interests in our Class A Common Stock other than through a public sale, may, in accordance with the Registration Rights Agreement, sell all or a portion of the shares of Class A Common Stock offered hereby from time to time in the future. If the shares of Class A Common Stock are sold through underwriters or broker-dealers, the selling stockholders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of Class A Common Stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at prices related to such prevailing market prices, at varying prices determined at the time of sale or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions, pursuant to one or more of the following methods:

- purchases by underwriters, dealers and agents who may receive compensation in the form of underwriting discounts or commissions or agent commissions from the selling stockholders and/or the purchasers of the shares for whom they may act as agent;
- any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- the over-the-counter market;
- transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- the writing of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades, including transactions in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction, or in crosses, in which the same broker acts as an agent on both sides of the trade;
- purchases by a broker-dealer or market maker, as principal, and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- public or privately negotiated transactions;
- the pledge of shares for any loan or obligation, including pledges to brokers or dealers who may from time to time effect distributions of such shares;
- short sales or transactions to cover short sales;
- broker-dealers may agree with the selling stockholder to sell a specified number of such shares at a stipulated price per share;
- sales pursuant to Rule 144 under the Securities Act;
- transactions in which broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

A selling stockholder that is an entity may elect to make an in-kind distribution of shares of Class A Common Stock, on a pro rata basis or otherwise, to its members, general or limited partners or shareholders pursuant to the registration statement of which this prospectus is a part by delivering a

prospectus. To the extent that such members, general or limited partners or shareholders are not affiliates of ours, such members, partners or shareholders would thereby receive freely tradable shares of Class A Common Stock pursuant to the distribution through a registration statement. Additionally, to the extent that entities, members, partners or shareholders who are affiliates of ours received shares in any such distribution, such affiliates will also be selling stockholders and will be entitled to sell shares of Class A Common Stock pursuant to this prospectus.

The selling stockholders may enter into sale, forward-sale and derivative transactions with third parties, or may sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement indicates, in connection with those sale, forward-sale or derivative transactions, the third parties may sell securities covered by this prospectus or the applicable prospectus supplement, including in short sale transactions and by issuing securities that are not covered by this prospectus but are exchangeable for or represent beneficial interests in the Class A Common Stock. The third parties may also use shares received under those sale, forward-sale or derivative arrangements or shares pledged by the selling stockholder or borrowed from the selling stockholders or others to settle such third-party sales or to close out any related open borrowings of common stock. The third parties may deliver this prospectus in connection with any such transactions. Any third party in such sale transactions will be an underwriter and will be identified in the applicable prospectus supplement (or a post-effective amendment to the registration statement of which this prospectus is a part).

In connection with sales of shares of Class A Common Stock or otherwise, the selling stockholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares in the course of hedging in positions they assume. The selling stockholders may also sell shares of Class A Common Stock short and deliver shares covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling stockholders may also enter into option or other transactions with broker-dealers which require the delivery of securities to the broker-dealer. The broker-dealer may then resell or otherwise transfer such securities pursuant to this prospectus. The selling stockholders may also loan or pledge shares of Class A Common Stock to broker-dealers that in turn may sell or effect distributions of such shares. Such borrower or pledgee may also transfer those shares of Class A Common Stock to investors in our securities or the selling stockholders' securities or in connection with the offering of other securities not covered by this prospectus.

The selling stockholders may also transfer, donate or gift shares of Class A Common Stock in other circumstances, in which case the pledgees, donees, transferees, assignees and successors-in-interest will be selling stockholders under this prospectus.

If the selling stockholders sell shares of Class A Common Stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling stockholders or commissions from purchasers of the shares for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). The selling stockholders and any broker-dealer participating in the distribution of the shares of Class A Common Stock may be deemed to be "underwriters" within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of Class A Common Stock is made, a prospectus supplement, if required, will be distributed which will set forth the aggregate amount of shares of Class A Common Stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling stockholders and any discounts, commissions or concessions allowed or reallowed or paid to broker-dealers.

Under the securities laws of some states, shares of Class A Common Stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states shares of Class A Common Stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling stockholders will sell any or all of its shares of Class A Common Stock registered pursuant to the registration statement of which this prospectus forms a part.

The selling stockholders and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules and regulations thereunder, including, without limitation, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any shares of Class A Common Stock by the selling stockholders and any other participating person. Regulation M may also restrict the ability of any person engaged in the distribution of shares of Class A Common Stock to engage in market-making activities with respect to shares of Class A Common Stock. All of the foregoing may affect the marketability of shares of Class A Common Stock and the ability of any person or entity to engage in market-making activities with respect to shares of Class A Common Stock.

The selling stockholders will receive all of the net proceeds from the sale of any shares of Class A Common Stock under this prospectus. We are not selling any shares of Class A Common Stock under this prospectus and we will not receive any proceeds from the sale of shares of our Class A Common Stock by the selling stockholders. Pursuant to the Registration Rights Agreement, we are obligated to pay the cost of registering any offer and sale of the shares of Class A Common Stock covered by this prospectus, as well as certain related expenses; however, the selling stockholders are responsible for all discounts, selling commissions and other costs related to the offer and sale of their shares of Class A Common Stock pursuant to this prospectus. We have agreed to indemnify the selling stockholders against liabilities, including some liabilities under the Securities Act, relating to the registration of the shares offered by this prospectus.

In addition, we or the selling stockholders may agree to indemnify any underwriters, broker-dealers and agents against or contribute to any payments the underwriters, broker-dealers or agents may be required to make with respect to civil liabilities, including liabilities under the Securities Act. Underwriters, broker-dealers and agents and their affiliates are permitted to be customers of, engage in transactions with, or perform services for us and our affiliates or the selling stockholders or their affiliates in the ordinary course of business.

LEGAL MATTERS

Unless otherwise specified in any accompanying prospectus supplement(s), Skadden, Arps, Slate, Meagher & Flom LLP, New York, New York, will provide opinions regarding the authorization and validity of the shares of Class A Common Stock covered by this prospectus. Skadden, Arps, Slate, Meagher & Flom LLP may also provide opinions regarding certain other matters. Any underwriters will be advised about legal matters by their own counsel, which will be named in an accompanying prospectus supplement.

EXPERTS

The consolidated and combined financial statements and the related notes and the financial statement schedule of ANGI Homeservices appearing in its Annual Report on Form 10-K for the year ended December 31, 2017 have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated and combined financial statements and the related notes and the financial statement schedule are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We file our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, proxy statements and other required information with the SEC. The public may read and copy any materials on file with the SEC at *www.sec.gov*.

The SEC allows us to "incorporate by reference" the information we file with them, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference herein is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the documents listed below (excluding any portions of such documents that have been "furnished" but not "filed" for purposes of the Exchange Act):

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on March 14, 2018;
- those portions of our Definitive Proxy Statement on Schedule 14A, filed with the SEC on April 30, 2018 and revised on May 1, 2018, that are incorporated by reference into Part III of our Annual Report on Form 10-K for the year ended December 31, 2017;
- our Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2018 and June 30, 2018, filed with the SEC on May 10, 2018 and August 9, 2018, respectively;
- our Current Reports on Form 8-K, filed with the SEC on June 29, 2018, October 12, 2018 and October 22, 2018; and
- the description of our Class A Common Stock contained in our Registration Statement on Form 8-A, filed with the SEC on September 28, 2017, and any amendment or report filed for the purpose of updating such description.

All documents we file pursuant to Section 13(a), 13(c), 14 or 15(d) under the Exchange Act after the date of this prospectus and prior to the termination of the offering of Class A Common Stock pursuant to this prospectus shall also be deemed to be incorporated by reference in this prospectus from the date of filing of the documents, except for information furnished under Item 2.02 and Item 7.01 of Form 8-K, which is not deemed filed and not incorporated by reference herein. Information that we file with the SEC will automatically update and may replace information in this prospectus and information previously filed with the SEC.

We will provide without charge upon written or oral request to each person to whom this prospectus is delivered, a copy of any or all of the documents which are incorporated by reference into this prospectus, excluding any exhibits to those documents unless the exhibit is specifically incorporated by reference as an exhibit to the registration statement of which this prospectus forms a part. Requests should be directed to:

Corporate Secretary
ANGI Homeservices Inc.
14023 Denver West Parkway
Building 64
Golden, CO 80401
Telephone: (303) 963-7200

We maintain a website at *www.angihomeservices.com*. The information on, or accessible through, our website or the websites of any of our brands and businesses is not part of this prospectus and should not be relied upon in connection with making any investment decision with respect to the shares of Class A Common Stock offered pursuant to this prospectus.

PART II INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution.

The expenses relating to the registration of the securities will be borne by the registrant.

	Amount to be paid*
Securities and Exchange Commission Registration Fee	$ 17,338.76
Accounting Fees and Expenses*	$ *
Legal Fees and Expenses*	$ *
Printing Fees and Expenses*	$ *
Transfer Agent Fees and Expenses*	$ *
Stock Exchange Listing Fees*	$ *
Miscellaneous Expenses*	$ *
Total*	$ *

* These fees are calculated based on the number of issuances in applicable offerings and amount of shares offered and, accordingly, cannot be estimated at this time.

Item 15. Indemnification of Directors and Officers.

Section 102(b)(7) of the DGCL permits a corporation to provide in its certificate of incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) under Section 174 of the DGCL (regarding, among other things, the payment of unlawful dividends or unlawful stock purchases or redemptions), or (4) for any transaction from which the director derived an improper personal benefit. Our amended and restated certificate of incorporation provides for such limitation of liability.

Section 145(a) of the DGCL empowers a corporation to indemnify any director, officer, employee or agent, or former director, officer, employee or agent, who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation), by reason of such person's service as a director, officer, employee or agent of the corporation, or such person's service, at the corporation's request, as a director, officer, employee or agent of another corporation or enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding; provided that such director or officer acted in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the corporation; and, with respect to any criminal action or proceeding, provided that such director or officer had no reasonable cause to believe his conduct was unlawful.

Section 145(b) of the DGCL empowers a corporation to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another enterprise, against expenses (including attorneys' fees) actually and reasonably incurred in connection with the defense or settlement of such action or suit; provided that such director or officer acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, except that no indemnification may be made in respect of any claim, issue or matter as to which such

director or officer shall have been adjudged to be liable to the corporation unless and only to the extent that the Delaware Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such director or officer is fairly and reasonably entitled to indemnity for such expenses that the court shall deem proper. Notwithstanding the preceding sentence, except as otherwise provided in our amended and restated bylaws, we will be required to indemnify any such person in connection with a proceeding (or part thereof) commenced by such person only if the commencement of such proceeding (or part thereof) by any such person was authorized by our board of directors.

In addition, our amended and restated certificate of incorporation provides that we must indemnify our directors and officers to the fullest extent authorized by law. Under our amended and restated bylaws, we are also expressly required to advance certain expenses to our directors and officers and are permitted to carry directors' and officers' insurance providing indemnification for our directors and officers for some liabilities.

Item 16. List of Exhibits.

See Exhibits Index, which is incorporated herein by reference.

Item 17. Undertakings.

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(5) That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(6) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit No.	Description of Exhibits
1.1*	Form of Underwriting Agreement.
3.1	Amended and Restated Certificate of Incorporation of ANGI Homeservices Inc. (incorporated by reference to Exhibit 3.1 to the registrant's Current Report on Form 8-K filed on October 2, 2017).
3.2	Amended and Restated By-Laws of ANGI Homeservices Inc. (incorporated by reference to Exhibit 3.2 to the registrant's Current Report on Form 8-K filed on October 2, 2017).
4.1	Specimen of Class A Common Stock Certificate (incorporated by reference to Exhibit 4.1 to Amendment No. 3 the registrant's Registration Statement on Form S-4 dated August 28, 2017).
4.2	Registration Rights Agreement, dated October 19, 2018, by and among ANGI Homeservices Inc. and the holders signatory thereto.
4.3	Investor Rights Agreement, dated as of September 29, 2017, by and between ANGI Homeservices Inc. and IAC/InterActiveCorp (incorporated by reference to Exhibit 2.2 to the registrant's Current Report on Form 8-K filed on October 2, 2017).
5.1	Opinion of Skadden, Arps, Slate, Meagher & Flom LLP.
23.1	Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm.
23.2	Consent of Skadden, Arps, Slate, Meagher & Flom LLP (included in Exhibit 5.1).
24.1	Power of Attorney (included on signature pages hereto).

* To be filed, if required, by amendment to the registration statement or incorporated by reference therein from documents filed or to be filed with the SEC under the Securities Exchange Act of 1934 in connection with an offering of particular securities.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, ANGI Homeservices Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Golden, State of Colorado on this 22nd day of October, 2018.

ANGI HOMESERVICES INC.

By: /s/ GLENN H. SCHIFFMAN

Name: Glenn H. Schiffman
Title: *Chief Financial Officer*

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints each of Gregg Winiarski, Joanne Hawkins and Tanya Stanich, and each or any of them (with full power to act alone) as his or her true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for such person and in his or her name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the SEC, granting unto each attorney-in-fact and agent, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that each attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-3 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ CHRISTOPHER TERRILL Christopher Terrill	Chief Executive Officer and Director (Principal Executive Officer)	October 22, 2018
/s/ GLENN H. SCHIFFMAN Glenn H. Schiffman	Chief Financial Officer and Director (Principal Financial Officer)	October 22, 2018
/s/ MICHAEL H. SCHWERDTMAN Michael H. Schwerdtman	Vice President (Principal Accounting Officer)	October 22, 2018
/s/ JOSEPH LEVIN Joseph Levin	Chairman of the Board and Director	October 22, 2018

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Signature	Title	Date
/s/ THOMAS R. EVANS Thomas R. Evans	Director	October 22, 2018
/s/ ALESIA J. HAAS Alesia J. Haas	Director	October 22, 2018
/s/ ANGELA R. HICKS BOWMAN Angela R. Hicks Bowman	Director	October 22, 2018
/s/ MARK STEIN Mark Stein	Director	October 22, 2018
/s/ SUZY WELCH Suzy Welch	Director	October 22, 2018
/s/ GREGG WINIARSKI Gregg Winiarski	Director	October 22, 2018
/s/ YILU ZHAO Yilu Zhao	Director	October 22, 2018

Exhibit 4.2

EXECUTION VERSION

REGISTRATION RIGHTS AGREEMENT

by and among

ANGI HOMESERVICES INC.

and

THE HOLDERS NAMED HEREIN

Dated as of October 19, 2018

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REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT, dated as of October 19, 2018 (this "**Agreement**"), is by and among (i) ANGI Homeservices Inc., a Delaware corporation (the "**Company**"), (ii) the persons listed on Schedule A-1 hereto (such persons, in their capacity as holders of Registrable Securities (as defined below), including any permitted transferees hereunder, the "**Non-Investor Holders**") and (iii) the persons listed on Schedule A-2 hereto (such persons, in their capacity as holders of Registrable Securities, including any permitted transferees hereunder, the "**Investor Holders**" and, together with the Non-Investor Holders, the "**Holders**" and each, a "**Holder**").

RECITALS

WHEREAS, the Company, Hamlet Merger Sub, Inc., a Delaware corporation, and wholly owned subsidiary of the Company, Handy Technologies, Inc., a Delaware corporation and Shareholder Representative Services LLC, solely in its capacity as "Securityholder Representative," have entered into an Agreement and Plan of Merger dated September 29, 2018 (the "**Merger Agreement**"); and

WHEREAS, the Company wishes to provide the registration rights in this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the representations, warranties, covenants and agreements set forth in this Agreement, and intending to be legally bound by this Agreement, the Company and the Holders agree as follows:

Section 1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"**Action**" means any claim, charge, action, suit, inquiry, proceeding, audit or investigation by or before any Governmental Authority, or any other arbitration, mediation or similar proceeding.

"**Affiliate**" shall mean a Person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Person specified. For purposes of this definition, "control" (including the terms "controlling," "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting securities, by contract, or otherwise.

"**Affiliated Fund**" means an affiliated fund or entity of the Holder, which means with respect to (i) a limited liability company or a limited liability partnership, a fund or entity managed by the same manager or managing member or general partner or management company or by an entity controlling, controlled by, or under common control with such manager or managing member or general partner or management company, and (ii) an investment company registered under the Investment Company Act of 1940, as amended, advised by Fidelity Management & Research Company ("**Fidelity**") or any affiliated investment advisor of Fidelity, one or more mutual fund, pension fund, pooled investment vehicle or institutional client advised

by Fidelity or any affiliated investment advisor of Fidelity, in each case, registered under the Investment Advisers Act of 1940.

"**Agreement**" has the meaning set forth in the Preamble.

"**Board**" shall mean the Board of Directors of the Company.

"**Block Trade**" shall have the meaning set forth in Section 2(c).

"**Business Day**" shall mean any day other than a Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by law or executive order to close.

"**Closing**" has the meaning set forth in the Merger Agreement.

"**Closing Date**" has the meaning set forth in the Merger Agreement.

"**Common Stock**" means the common stock, $0.001 par value per share, of the Company, and any securities into which such shares of common stock shall have been reclassified, reconstituted, exchanged or substituted (including with respect to any stock split or stock dividend or a successor security).

"**Company**" has the meaning set forth in the Preamble.

"**Continuing Eligible Holder**" means any Major Holder that did not initiate the Block Trade and that, at the time of such notice, still holds at least half of the shares of Common Stock issued to such Major Holder pursuant to the Merger Agreement as Merger Consideration.

"**Effectiveness Period**" shall have the meaning set forth in Section 2(a).

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended (or any corresponding provision of succeeding law), and the rules and regulations thereunder.

"**End of Suspension Notice**" shall have the meaning set forth in Section 2(i)(1).

"**Governmental Authority**" means any United States or foreign federal, national, state, provincial, local or similar government, governmental, regulatory or administrative authority, branch, agency or commission or any court, tribunal or arbitral or judicial body.

"**Holder Information**" shall have the meaning set forth in Section 3(b).

"**Law**" means any statute, law (including common law), ordinance, regulation, rule, code, injunction, judgment, decree or order of any Governmental Authority.

"**Major Holders**" means a Holder who held at least 5% of Handy Technologies, Inc.'s common stock on a fully diluted basis immediately prior to the Effective Time (as defined in the Merger Agreement).

"**Merger Agreement**" has the meaning set forth in the Recitals.

"**Person**" shall mean any natural person, corporation, limited partnership, general partnership, limited liability company, joint stock company, joint venture, association, company, estate, trust, bank trust company, land trust, business trust, or other organization, whether or not a legal entity, custodian, trustee-executor, administrator, nominee or entity in a representative capacity and any government or agency or political subdivision thereof.

"**Piggyback Registration**" shall have the meaning set forth in Section 2(e).

"**Piggyback Stockholder**" shall have the meaning set forth in Section 2(e).

"**Prospectus**" shall mean the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective Registration Statement in reliance upon Rule 430A under the Securities Act), as amended or supplemented by any prospectus supplement or any issuer free writing prospectus (as defined in Rule 433 under the Securities Act), with respect to the terms of the offering of any Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such prospectus.

"**Public Offering**" shall mean a public offering and sale of equity securities for cash pursuant to an effective registration statement under the Securities Act.

"**Registrable Securities**" shall mean each of the following: (a) any shares of Common Stock issued by the Company as Merger Consideration pursuant to the Merger Agreement to the Holders and (b) any securities into or for which such shares have been converted or exchanged, and any security issued with respect thereto upon any stock dividend, stock distribution, stock split or similar event; provided that, in each case, any such Registrable Security shall cease to be a Registrable Security on the earliest to occur of: (i) a Registration Statement with respect to the sale of such Registrable Securities shall have become effective under the Securities Act (or a prospectus supplement shall have been filed with respect to a Registration Statement) and such Registrable Securities shall have been sold, transferred, disposed of or exchanged in accordance with such Registration Statement; (ii) the date on which such security may be resold pursuant to Rule 144 or any successor provision thereto, without regard to volume or manner of sale limitations or the availability of current public information with respect to the Company, whether or not any such sale has occurred; (iii) the date on which such security has been sold pursuant to Rule 144 or any successor provision thereto; (iv) the date on which such security ceases to be outstanding; or (v) the date on which such security is sold in a private transaction in which the transferor's rights under this Agreement are not assigned to the transferee of such security.

"**Registration Expenses**" shall mean all expenses incurred in effecting any registration or any offering and sale pursuant to this Agreement, including registration, qualification, listing and filing fees (including, without limitation, all SEC, stock exchange and Financial Industry Regulatory Authority filing fees), printing expenses, messenger, telephone and delivery expenses, all transfer agent and registrar fees and expenses, fees and disbursements of all law firms of the Company and all accountants and other persons retained by the Company (including any comfort letters), any reasonable and documented fees and disbursements of underwriters

customarily paid by issuers or sellers of securities (which shall not include fees and disbursements of counsel for the underwriters other than as set forth in this paragraph or in the applicable underwriting agreement and Selling Expenses), all fees and expenses of any special experts or other persons retained by the Company in connection with any registration, and any blue sky (including reasonable fees and disbursements of counsel to any underwriter incurred in connection with blue sky qualifications of the Registrable Securities as may be set forth in any underwriting agreement) and other securities laws fees and expenses, as well as all internal fees and expenses of the Company. Registration Expenses shall not include Selling Expenses. In addition, in connection with an underwritten offering or other registration, offering or related action (including a Shelf Take-Down) for which services of outside counsel would customarily be required pursuant to this Agreement, the Company shall pay or reimburse the Holders participating in such an underwritten offering or other registration, offering or related action for the documented fees and expenses of one nationally recognized law firm up to an aggregate of $75,000, chosen by the Holders representing a majority of Registrable Securities to be offered as their counsel. Nothing in this definition shall impact any agreement on expenses solely between the Company and any underwriter.

"**Registration Statement**" shall mean any registration statement (including any Shelf Registration Statement) of the Company under the Securities Act which permits the Public Offering of any of the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus, amendments and supplements to such registration statement, including post-effective amendments, all exhibits and all material incorporated by reference or deemed to be incorporated by reference in such registration statement.

"**Rule 144**" shall mean Rule 144 under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

"**SEC**" means the United States Securities and Exchange Commission.

"**Securities Act**" shall mean the Securities Act of 1933, as amended (or any corresponding provision of succeeding law), and the rules and regulations thereunder.

"**Selling Expenses**" shall mean all brokerage fees, underwriting discounts and selling commissions associated with effecting any sales of Registrable Securities under any Registration Statement by the Holders participating in such sales and all stock transfer taxes applicable to the sale or transfer by such Holders of Registrable Securities to the underwriter(s) pursuant to this Agreement.

"**Shelf Registration**" shall have the meaning set forth in Section 2(a).

"**Shelf Registration Statement**" shall have the meaning set forth in Section 2(a).

"**Shelf Take-Down**" shall have the meaning set forth in Section 2(b).

"**Special Registration**" shall mean the registration of equity securities, options or similar rights registered on Form S-4, Form S-8 or any successor forms thereto or any other form for the registration of securities issued or to be issued in connection with a merger, acquisition, employee benefit plan or equity compensation or incentive plan.

"**Suspension**" shall have the meaning set forth in Section 2(i)(1).

"**Suspension Notice**" shall have the meaning set forth in Section 2(i)(1).

Section 2. Registration Rights.

(a) Shelf Registration Statement. The Company shall prepare and file, or cause to be prepared and filed, with the SEC pursuant to Rule 415 under the Securities Act, simultaneously with the Closing or as soon as practicable immediately thereafter (but in any event no later than one (1) Business Day after the Closing Date), a Registration Statement on Form S-3 or, in the event that the Company is not eligible to file a Registration Statement on Form S-3, on Form S-1 (which Registration Statement, if the Company is eligible to file such, shall be as an automatic shelf registration as defined in Rule 405 under the Securities Act) (the "**Shelf Registration Statement**"), relating to the offer and resale of Registrable Securities by any Holder in accordance with the methods of distribution set forth in the Plan of Distribution section of the Shelf Registration Statement, and, if such Shelf Registration Statement is not automatically effective upon filing, the Company shall use reasonable best efforts to cause such Shelf Registration Statement to promptly be declared or otherwise become effective under the Securities Act. Any such registration pursuant to the Shelf Registration Statement shall hereinafter be referred to as a "**Shelf Registration**." For so long as any Registrable Securities remain outstanding, the Company shall use its reasonable best efforts to maintain the effectiveness of the Shelf Registration Statement for the maximum period permitted by SEC rules, and shall replace any Shelf Registration Statement at or before expiration, if applicable, with a successor effective Shelf Registration Statement (such period of effectiveness, the "**Effectiveness Period**").

(b) Right to Request Shelf Take-Down. At any time and from time to time during the Effectiveness Period, one or more of the Major Holders may, by written notice to the Company, request an offering of all or part of the Registrable Securities held by them (a "**Shelf Take-Down**"); provided, however, that the expected aggregate gross proceeds for any Shelf Take-Down are at least thirty million dollars ($30,000,000); provided, further, that the Company shall not be obligated to effect any Shelf Take-Down if (i) the Company (A) has determined to effect a registered underwritten offering of its equity securities for its own account that would be a Piggyback Registration and (B) at the time of receipt of such notice has already taken substantial steps (including, but not limited to, selecting a managing underwriter for such offering) and has proceeded and will continue to proceed with reasonable diligence to effect such offering or (ii) such Shelf Take-Down will involve any marketing efforts that take place over a period of more than 48 hours or any marketing efforts involving in-person meetings with prospective investors even if such marketing efforts occur over a period of time lasting less than 48 hours; provided, however, that the Company agrees to cause management of the Company to participate in a reasonable number of telephone conferences with prospective investors as necessary. Notwithstanding the foregoing sentence, the Company shall not be obligated to effect any subsequent Shelf Take-Down during any period following the pricing date of a completed Shelf Take-Down in which the Company is subject to a lock-up restriction pursuant to any lock-up agreements entered into in connection with such completed Shelf Take-Down.

(c) Piggyback Right on Block Trade. If the Company is required to effect a non-marketed Shelf Take-Down taking the form of a bought deal or block sale to a financial institution (a "**Block Trade**") on behalf of one or more Major Holders pursuant to this Agreement, which, for the avoidance of doubt, shall exclude any Special Registration, the Company shall give written notice as promptly as practicable to each Continuing Eligible Holder of the Company's intention to effect such Block Trade and, in the case of each Continuing Eligible Holder, shall include in such Block Trade all of such Continuing Eligible Holder's Registrable Securities with respect to which the Company has received a written request from such Major Holder for inclusion therein within the time period described in the following sentence. Written requests by a Continuing Eligible Holder to participate in a Block Trade shall be made promptly but no later than one (1) day after written notice has been made by the Company of the Company's intention to effect such Block Trade. For the avoidance of doubt, no Holder other than a Continuing Eligible Holder has any right to require the Company to include its shares in a Block Trade (aside from the Major Holder(s) requesting such Block Trade).

(d) If Form S-3 Registration Statement Unavailable. The Company shall give written notice to the Holders as soon as reasonably practicable in advance of any facts or circumstances that have come to the Company's attention that have caused the Company to believe that a Shelf Registration Statement on Form S-3 (or successor form) filed and effective pursuant to Section 2(a) is no longer available to be used by the Holders. After any Registration Statement has become effective, the Company shall use reasonable best efforts to maintain, for so long as Registrable Securities remain outstanding, the effectiveness of the Registration Statement until all of the Registrable Securities covered by such Registration Statement have been sold in accordance with the plan of distribution set forth therein or are no longer outstanding, including without limitation filing and causing to become effective any post-effective amendments thereto.

(e) Piggyback Registration on Primary Offering. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of Common Stock or similar equity securities of the Company, whether or not for sale for its own account, on a form and in a manner that would permit registration of the Registrable Securities, which, for the avoidance of doubt, shall exclude any Special Registration, the Company shall give written notice as promptly as practicable, but not later than ten (10) days prior to the anticipated date of filing of such Registration Statement, to the Holders of its intention to effect such registration and, in the case of each Holder, shall include in such registration all of such Holder's Registrable Securities with respect to which the Company has received a written request from such Holder for inclusion therein (a "**Piggyback Registration**" and any such requesting Holder that has not withdrawn its Registrable Securities from such Piggyback Registration a "**Piggyback Stockholder**" with respect to such Piggyback Registration). In the event that a Holder makes such written request, such Holder may withdraw its Registrable Securities from such Piggyback Registration by giving written notice to the Company and the managing underwriter(s), if any, at any time at least two (2) Business Days prior to the effective date of the Registration Statement relating to such Piggyback Registration. The Company may terminate or withdraw any Piggyback Registration under this Section 2(e), whether or not any Holder has elected to include Registrable Securities in such registration. No Piggyback Registration shall count as a Shelf Take-Down to which the Holders are entitled.

(f) Selection of Underwriters; Right to Participate. The Holders representing a majority of Registrable Securities to be offered shall have the right to select one or more nationally recognized investment banks to act as the managing underwriter(s) to administer an offering pursuant to a Shelf Take-Down, subject to the prior consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. If a Piggyback Registration is proposed to be underwritten, the Company shall so advise the Holders as a part of the written notice given pursuant to Section 2(e). In such event, the managing underwriter(s) to administer the offering shall be chosen by the Company in its sole discretion. A Holder may participate in a registration or offering hereunder only if such Holder (i) agrees to sell such Registrable Securities on the basis provided in any underwriting agreement with the underwriters and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements, lock-up agreements and other documents reasonably requested under the terms of such underwriting arrangements customary for selling stockholders to enter into in secondary underwritten public offerings; provided, however, that any underwriting agreement shall contain such representations and warranties by, and the other agreements on the part of, the Company to and for the benefit of the Holder as are customarily made by issuers to selling stockholders in secondary underwritten public offerings.

(g) Priority of Securities Offered Pursuant to Shelf Take-Downs. If the managing underwriter(s) of a Shelf Take-Down shall advise the Company and the Holders participating in the Shelf Take-Down in writing that, in its good faith opinion, the total number or dollar amount of shares of Common Stock requested to be included in such Shelf Take-Down exceeds the number or dollar amount that can be sold in such offering without having an adverse effect on such offering, including the price at which such shares can be sold, then the Company shall include in such Shelf Take-Down the maximum number of shares that such underwriter or agent, as applicable, advises can be so sold without having such adverse effect, allocated among the participating Holders on a pro rata basis or in such other manner as they may agree.

(h) Priority of Securities Offered Pursuant to Piggyback Registration. If the managing underwriter(s) of a registration of shares of Common Stock giving rise to a right to Piggyback Registration shall advise the Company and the Piggyback Stockholders with respect to such Piggyback Registration in writing that, in its good faith opinion, the total number or dollar amount of shares of Common Stock proposed to be sold in such offering and Registrable Securities requested by such Piggyback Stockholders to be included therein, in the aggregate, exceeds the number or dollar amount that can be sold in such offering without having an adverse effect on such offering, including the price at which such shares can be sold, then the Company shall include in such registration the maximum number of shares that such underwriter or agent, as applicable, advises can be so sold without having such adverse effect, allocated (i) first, to shares of Common Stock requested to be included by the Company, and (ii) second, any shares requested by the Holders to be included in such Piggyback Registration, allocated among such Holders on a pro rata basis or in such other manner as the Holders of a majority of the Registrable Securities included therein may agree; provided, however, that the Company shall not reduce the amount of Registrable Securities included in such registration without the prior written consent of the Holders of a majority of the Registrable Securities then outstanding.

(i) Postponement; Suspensions; Blackout Period.

(1) Beginning thirty (30) days after the date of this Agreement, the Company may postpone the commencement of a Shelf Take-Down (or suspend the continued use of an effective Shelf Registration Statement), including requiring any Holders to suspend any offerings of Registrable Securities pursuant to this Agreement, (i) during the pendency of a stop order issued by the SEC suspending the use of any registration statement of the Company or proceedings initiated by the SEC with respect to any such registration statement under Section 8(d) or 8(e) of the Securities Act (subject to the Company's compliance with its obligations under Section 3(a)(xii) herein) or (ii) if the Company delivers to the Holders participating in such registration (or a representative of such Holders) an officers' certificate (a "**Suspension Notice**") executed by the Company's chief executive officer stating that based on the good faith judgment of the Board, the Company has determined that the commencement of a Shelf Take-Down or the continued use of the Shelf Registration Statement would require public disclosure by the Company of material nonpublic information (any such suspension pursuant to Section 2(i)(1)(i) or (ii), a "**Suspension**"). Promptly following the cessation or discontinuance of the facts and circumstances forming the basis for any Suspension Notice, the Company shall use its commercially reasonable efforts to (i) amend the Registration Statement and/or amend or supplement the related prospectus included therein to the extent necessary, (ii) take all other actions reasonably necessary, to allow the commencement of the Shelf Take-Down or the use of the Shelf Registration Statement to recommence as promptly as possible, and (iii) promptly provide written notice to such Holders (or a representative of such Holders) (an "**End of Suspension Notice**") of (A) the Company's decision to commence such Shelf Take-Down or the recommencement of the use of the Shelf Registration Statement following such Suspension and (B) the commencement of such Shelf Take-Down, if applicable. The Company shall not effect a Suspension of the use of the Shelf Registration Statement or the commencement of a Shelf Take-Down for a period exceeding forty-five (45) consecutive days or one hundred twenty (120) days in the aggregate in any three hundred and sixty (360) day period. No Holder shall effect any sales of shares of Common Stock pursuant to a Registration Statement (including a Shelf Registration Statement) at any time after it has received a Suspension Notice from the Company and prior to receipt of an End of Suspension Notice.

(2) Each Holder agrees that, except as required by applicable law, it shall treat as confidential the receipt of any Suspension Notice (provided, however, that in no event shall such notice contain any material nonpublic information of the Company) hereunder and shall not disclose or use the information contained in such Suspension Notice without the prior written consent of the Company until such time as the information contained therein is or becomes public, other than as a result of disclosure by breach of the terms of this Agreement.

Section 3. Registration Procedures.

(a) If and whenever the Company is required to use its reasonable best efforts to effect the registration of any Registrable Securities or commencement of a Shelf Take-Down

under the Securities Act as provided in Section 2 hereof, the Company shall, as promptly as practicable:

(i) to the extent that the Registration Statement required by Section 2(a) is not automatically effective upon filing with the SEC, cause the Registration Statement to be declared effective as promptly as reasonably practicable after the filing thereof with the SEC and shall request acceleration of effectiveness of the Registration Statement by the SEC no later than the end of the second (2nd) Business Day after receiving notice from the SEC that it will not review the Registration Statement or that all SEC comments have been resolved to the satisfaction of the SEC;

(ii) prepare and file with the SEC (as promptly as reasonably practicable, but in no event later than fifteen (15) days after a request for a Shelf Take-Down or such later date as determined by the Holders representing a majority of the Registrable Securities to be offered, subject in all cases to the postponement provisions herein) any prospectus supplement to the Registration Statement to effect such Shelf Take-Down and, subject to the efforts standard herein, cause such prospectus supplements to be filed with the SEC as required by the rules and regulations of the SEC, and before filing such prospectus supplements, provide to the representative(s) on behalf of all Holders participating in such Shelf Take-Down (to be chosen by the Holders representing a majority of Registrable Securities to be offered) and any managing underwriter(s), copies of all such documents proposed to be filed or furnished, including documents incorporated by reference, and the representative(s) and the managing underwriter(s) and their respective counsel shall have the opportunity to review and comment thereon, and the Company will make such changes and additions thereto as may reasonably be requested by the representative(s) and the managing underwriter(s) and their respective counsel prior to such filing, unless the Company reasonably objects to such changes or additions;

(iii) prepare and file with the SEC such pre- and post-effective amendments and supplements to a Shelf Registration Statement and the Prospectus used in connection therewith or any free writing prospectus (as defined in SEC rules) as may be required by applicable securities laws or reasonably requested by the Holders representing a majority of Registrable Securities to be offered in a Shelf-Takedown or any managing underwriter(s) to maintain the effectiveness of such registration and to comply with the provisions of applicable securities laws with respect to the disposition of all securities covered by such registration statement during the period in which such Registration Statement is required to be kept effective;

(iv) furnish to each Holder whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and each managing underwriter without charge, such number of conformed copies of such Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits other than those which are being incorporated into such Registration Statement by reference and that are publicly available), such number of copies of the Prospectus contained in such Registration Statement and any other Prospectus filed under Rule 424 under the Securities Act in conformity with the requirements of the Securities

Act, and such other documents, as the Holders whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) may reasonably request;

(v) use its reasonable best efforts to register or qualify all Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as the Holders whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) may reasonably request; provided, however, that the Company shall not for any such purpose be required to qualify generally to do business as a foreign company in any jurisdiction where it would not otherwise be required to qualify but for this Section 3, or to consent to general service of process in any such jurisdiction, or to be subject to any material tax obligation in any such jurisdiction where it is not then so subject;

(vi) promptly notify each Holder whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) at any time when the Company becomes aware that a Prospectus relating thereto is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made, and, to promptly prepare and furnish without charge to the Holders whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) a reasonable number of copies of a supplement to or an amendment of such Prospectus as may be necessary so that, as thereafter delivered to the purchasers of such securities, such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made;

(vii) provide and cause to be maintained a transfer agent and registrar for all Registrable Securities covered by such Registration Statement not later than the effective date of such Registration Statement;

(viii) reasonably cooperate with the Holders whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold, and enable certificates for such Registrable Securities to be issued for such number of shares and registered in such names as the Holders whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) may reasonably request;

(ix) list all Registrable Securities covered by such Registration Statement on any securities exchange on which any such class of securities is then listed

and cause to be satisfied all requirements and conditions of such securities exchange to the listing of such securities that are reasonably within the control of the Company;

(x) notify each Holder whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s), promptly after it shall receive notice thereof, of the time when such Registration Statement, or any post-effective amendments to the Registration Statement, shall have become effective (to the extent such Registration Statement is not automatically effective upon filing);

(xi) make available to each Holder whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) as soon as reasonably practicable after the same is prepared and publicly distributed, filed with the SEC, or received by the Company, an executed copy of each letter written by or on behalf of the Company to the SEC or the staff of the SEC (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), and any item of correspondence received from the SEC or the staff of the SEC (or other governmental agency or self-regulatory body or other body having jurisdiction, including any domestic or foreign securities exchange), in each case relating to such Registration Statement, it being understood that each Holder receiving such material from the Company shall and shall cause its representatives to keep such materials confidential. The Company will as soon as reasonably practicable notify the Holders whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) of the effectiveness of such Registration Statement or any post-effective amendment or the filing of the prospectus supplement contemplated herein. The Company will as soon as reasonably practicable respond reasonably and completely to any and all comments received from the SEC or the staff of the SEC, with a view towards causing such Registration Statement or any amendment thereto to be declared effective by the SEC as soon as reasonably practicable and shall file an acceleration request as soon as reasonably practicable following the resolution or clearance of all SEC comments or, if applicable, following notification by the SEC that any such Registration Statement or any amendment thereto will not be subject to review;

(xii) advise each Holder whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s), promptly after it shall receive notice or obtain knowledge thereof, of (A) the issuance of any stop order, injunction or other order or requirement by the SEC suspending the effectiveness of such Registration Statement or the initiation or threatening of any proceeding for such purpose and use all reasonable best efforts to prevent the issuance of any stop order, injunction or other order or requirement or to obtain its withdrawal if such stop order, injunction or other order or requirement should be issued, (B) the suspension of the registration of the subject shares of the Registrable Securities in any state jurisdiction and (C) the removal of any such stop order, injunction or other order or requirement or proceeding or the lifting of any such suspension;

(xiii) upon execution of confidentiality agreements in form and substance reasonably satisfactory to the Company, make available for inspection by one representative on behalf of all Holders included in a Registration Statement whose Registrable Securities are included in such registration statement (to be chosen by the Holders representing a majority of Registrable Securities to be offered) and any managing underwriter(s), and any attorney, accountant or other agent retained by any such Holders or underwriters, at reasonable times and in a reasonable manner, all pertinent financial and other records and corporate documents of the Company, and cause the Company's officers, directors and employees to supply all information reasonably requested by any such Holders, sales or placement agent, underwriter, attorney, accountant or agent to conduct a reasonable investigation within the meaning of Section 11 of the Securities Act that is customary for a participant in a securities offering in connection with such registration statement; provided, however, that the foregoing investigation and information gathering shall be coordinated on behalf of such parties by one firm of counsel designated by and on behalf of such parties;

(xiv) if requested by any Holder of Registrable Securities named in such Registration Statement (or a representative of such Holders) or any managing underwriter(s), promptly incorporate in a prospectus supplement or post-effective amendment such information as such Holder (or a representative of such Holders) or managing underwriter(s) reasonably requests to be included therein, including, without limitation, with respect to the Registrable Securities being sold by such Holder, the purchase price being paid therefor by any underwriters and with respect to any other terms of an underwritten offering of the Registrable Securities to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment;

(xv) reasonably cooperate with each Holder whose Registrable Securities are included in such Registration Statement (or a representative of such Holders) and any managing underwriter(s) participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with the Financial Industry Regulatory Authority;

(xvi) in the case of an underwritten offering, (A) enter into such customary agreements (including an underwriting agreement in customary form), (B) take all such other customary actions as the managing underwriter(s) reasonably request in order to expedite or facilitate the disposition of such Registrable Securities (including, without limitation, causing senior management and other the Company personnel to reasonably cooperate with the Holder(s) whose Registrable Securities are included in a Registration Statement (or a representative of such Holders) and the underwriter(s) in connection with performing due diligence) and (C) cause its counsel to issue opinions of counsel addressed and delivered to the underwriter(s) in form, substance and scope as are customary in underwritten offerings, subject to customary limitations, assumptions and exclusions; provided, however, that such recipients furnish such written representations or acknowledgement as are customarily provided by underwriters who receive such opinions; and

(xvii) if requested by the managing underwriter(s) of an underwritten offering, use reasonable best efforts to cause to be delivered, upon the pricing of any underwritten offering, and at the time of closing of a sale of Registrable Securities pursuant thereto, "comfort" letters from the Company's independent registered public accountants addressed to the underwriter(s) stating that such accountants are independent public accountants within the meaning of the Securities Act and the applicable rules and regulations adopted by the SEC thereunder, and otherwise in customary form and covering such financial and accounting matters as are customarily covered by "comfort" letters of the independent registered public accountants delivered in connection with underwritten public offerings; provided, however, that such recipients furnish such written representations or acknowledgement as are customarily required to receive such comfort letters.

(b) Subject to the last sentence of this Section 3(b), as a condition precedent to the obligations of the Company to file any Registration Statement or amendment or supplement to a Prospectus or to effect any offering (including a Shelf Take-Down), each Holder shall furnish in writing to the Company such information regarding such Holder (and any of its Affiliates), the Registrable Securities to be sold and the intended method of distribution of such Registrable Securities reasonably requested by the Company as is reasonably necessary or advisable for inclusion in the Registration Statement relating to such offering pursuant to the Securities Act (the "**Holder Information**"); provided, however, such condition precedent shall be satisfied to the extent the Company has not been materially prejudiced by the failure of one or more Holders to provide such Holder Information in compliance with this Section 3(b). Notwithstanding the foregoing, in no event will any party be required to disclose to any other party any personally identifiable information or personal financial information in respect of any individual, or confidential information of any Person.

Each Holder agrees by acquisition of the Registrable Securities that (i) upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(a)(vi), such Holder shall forthwith discontinue its disposition of Registrable Securities pursuant to the registration statement relating to such Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(a)(vi); (ii) upon receipt of any notice from the Company of the happening of any event of the kind described in clause (A) of Section 3(a)(xii), such Holder shall discontinue its disposition of Registrable Securities pursuant to such registration statement until such Holder's receipt of the notice described in clause (C) of Section 3(a)(xii); and (iii) upon receipt of any notice from the Company of the happening of any event of the kind described in clause (B) of Section 3(a)(xii), such Holder shall discontinue its disposition of Registrable Securities pursuant to such registration statement in the applicable state jurisdiction(s) until such Holder's receipt of the notice described in clause (C) of Section 3(a)(xii).

Section 4. Indemnification.

(a) Indemnification by the Company. The Company agrees to indemnify, hold harmless and reimburse, to the fullest extent permitted by law, each Holder, its partners, officers, directors, employees, representatives and agents, and each Person, if any, who controls such Holder within the meaning of the Securities Act, against any and all losses, penalties, liabilities,

claims, damages and expenses, joint or several (including, without limitation, reasonable and documented attorneys' fees and any expenses and reasonable and documented costs of investigation), as incurred, to which the Holders or any such indemnitees may become subject under the Securities Act or otherwise, insofar as such losses, penalties, liabilities, claims, damages and expenses (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon any (i) untrue statement or alleged untrue statement of a material fact contained in the Registration Statement under which such Registrable Securities were registered and sold under the Securities Act or any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (ii) untrue statement or alleged untrue statement of a material fact contained in any Prospectus, or any amendment or supplement thereto or any omission or alleged omission to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, that the Company shall not be liable in any such case to the extent that any such loss, penalty, liability, claim, damage (or action or proceeding in respect thereof) or expense arises out of or is based upon (x) an untrue statement or alleged statement or omission or alleged omission made in such Registration Statement, any such Prospectus, amendment or supplement in reliance upon and in conformity with written information about a Holder which is furnished to the Company by such Holder specifically for use in such Registration Statement, Prospectus or any amendment or supplement or (y) a disposition, pursuant to a Shelf Registration Statement, of Registrable Securities by a Holder during a Suspension Period. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Holder or any indemnified party and shall survive the transfer of such securities by such Holder.

(b) Indemnification by the Holders. Each Holder agrees to indemnify and hold harmless (in the same manner and to the same extent as set forth in Section 4(a)) the Company, each member of the Board, each officer, employee and agent of the Company and each other person, if any, who controls any of the foregoing within the meaning of the Securities Act, with respect to (i)(A) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement under which such Registrable Securities were registered and sold under the Securities Act or any omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading or (B) untrue statement or alleged untrue statement of a material fact contained in any Prospectus, or any amendment or supplement thereto or any omission or alleged omission to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in reliance upon and in conformity with written information about such Holder furnished to the Company by such Holder specifically for inclusion in such Registration Statement, Prospectus, amendment or supplement and has not been corrected in a subsequent Registration Statement, any Prospectus contained therein, or any amendment or supplement thereto prior to or concurrently with the sale of the Registrable Securities to the person asserting the claim and (ii) any disposition, pursuant to a Shelf Registration Statement, of Registrable Securities by a Holder during a Suspension Period; provided, however, that Holder shall not be liable for any amounts in excess of the net proceeds received by such Holder from sales of Registrable Securities pursuant to the registration statement to which the claims relate, and provided, further, that the obligations of the Holders shall be several and not joint. Such indemnity shall remain in full force and effect regardless of

any investigation made by or on behalf of the Company or any indemnified party and shall survive the transfer of such securities by the Company.

(c) Notices of Claims, etc. Promptly after receipt by an indemnified party of notice of the commencement of any action or proceeding involving a claim referred to in the preceding paragraphs of this Section 4, such indemnified party shall, if a claim in respect thereof is to be made against an indemnifying party, give written notice to such indemnifying party of the commencement of such action; provided, however, that the failure of any indemnified party to give notice as provided herein shall not relieve the indemnifying party of its obligations under the preceding paragraphs of this Section 4, except to the extent that the indemnifying party is materially prejudiced by such failure to give notice. In case any such action is brought against an indemnified party, unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, such indemnified party shall permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided, however, that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless the indemnifying party has agreed to pay such fees or expenses. If such defense is not assumed by the indemnifying party as permitted hereunder, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without the indemnifying party's written consent (but such consent will not be unreasonably withheld, conditioned or delayed). If such defense is assumed by the indemnifying party pursuant to the provisions hereof, such indemnifying party shall not settle or otherwise compromise the applicable claim unless (i) such settlement or compromise contains a full and unconditional release of the indemnified party of all liability in respect to such claim or litigation or (ii) the indemnified party otherwise consents in writing. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel (plus local counsel) for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and disbursements of such additional counsel or counsels..

The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party and shall survive the transfer of securities.

(d) Contribution. If the foregoing indemnity is held by a governmental authority of competent jurisdiction to be unavailable to the Company or any Holder, or is insufficient to hold harmless an indemnified party, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of the loss, claim, damage or expense in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, and the relative benefits received by the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. No indemnified party guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any indemnifying party who was not guilty of such

fraudulent misrepresentation. In connection with any registration statement filed with the SEC by the Company, the relative fault of the indemnifying party on the one hand and of the indemnified person on the other shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the indemnifying party or by the indemnified party, and by such party's relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Notwithstanding the provisions of this Section 4, no Holder shall be required to contribute an amount greater than the net proceeds received by such Holder from sales of Registrable Securities pursuant to the Registration Statement to which the claims relate (after taking into account the amount of damages which such Holder has otherwise been required to pay by reason of any and all untrue or alleged untrue statements of material fact or omissions or alleged omissions of material fact made in any Registration Statement or Prospectus or any amendment thereof or supplement thereto related to such sale of Registrable Securities).

(e) No Exclusivity. The remedies provided for in this Section 4 are not exclusive and shall not limit any rights or remedies which may be available to any indemnified party at law or in equity or pursuant to any other agreement.

Section 5. Covenants Relating to Rule 144. Without limiting the registration rights otherwise provided for herein, the Company shall use reasonable best efforts to file any reports required to be filed by it under the Exchange Act to enable Holders to sell their Registrable Securities without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 under the Securities Act.

Section 6. Miscellaneous.

(a) Aggregation of Stock. All Registrable Securities held by Affiliates and/or Affiliated Funds shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated persons and/or Affiliated Funds may apportion such rights as among themselves in any manner they deem appropriate.

(b) Termination; Survival. The rights of each Holder under this Agreement shall terminate upon the date that all of the Registrable Securities held by such Holder cease to be Registrable Securities. Notwithstanding the foregoing, the obligations of the parties under Sections 3(a)(ix), 4, 5 and this Section 6 shall survive the termination of this Agreement.

(c) Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws (including the statute of limitation) of the State of Delaware, without giving effect to the principles of conflicts of law thereof or of any other jurisdiction that would result in the application of another law.

(d) Submission to Jurisdiction; Waiver of Jury Trial. Each of the parties hereby (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware in and for New Castle County, Delaware, (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by

motion or other request for leave from any such court and (c) agrees that it will not bring any Action relating to this Agreement or the other transactions contemplated hereby in any court other than the Delaware Court of Chancery in and for New Castle County or, in the event (but only in the event) that such Delaware Court of Chancery does not have subject matter jurisdiction over such Action, the United States District Court for the District of Delaware. Each of the parties further agrees to accept service of process in any manner permitted by such court. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (x) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason other than the failure lawfully to serve process, (y) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such court (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) and (z) to the fullest extent permitted by Law, that (i) the suit, action or proceeding in any such court is brought in an inconvenient forum, (ii) the venue of such suit, action or proceeding is improper or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(e) Entire Agreement. This Agreement (including the documents and the instruments referred to herein), constitutes the entire agreement, and supersede all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings, among the parties with respect to the subject matter of this Agreement. No party to this Agreement shall be under any legal obligation to enter into or complete the transactions contemplated hereby unless and until this Agreement shall have been executed and delivered by each of the parties.

(f) Amendments and Waivers. The provisions of this Agreement may be amended or waived at any time only by the written agreement of the Company and the Holders of a majority of the Registrable Securities then outstanding. No waiver of any right or remedy hereunder, to the extent legally allowed, shall be valid unless the same shall be in writing and signed by the party making such waiver. No waiver by any party of any breach or violation of, default under, or inaccuracy in any representation, warranty, covenant, or agreement hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent breach, violation, default of, or inaccuracy in, any such representation, warranty, covenant, or agreement hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power, or remedy under this Agreement shall operate as a waiver thereof. Notwithstanding the foregoing, no amendments may be made to this Agreement that adversely affect any Holder in a manner different than any other Holder without such adversely affected Holder's prior written consent.

(g) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective successors and permitted assignee. A "permitted assignee" means any Affiliate of any Holder who executes and delivers to the Company a joinder to this Agreement providing that such assignee shall be bound by and shall

fully comply with the terms of this Agreement as a "Holder". Any successor or permitted assignee of any Holder shall be deemed a Holder for all purposes of this Agreement to the extent such successor or permitted assignee owns Registrable Securities. No Holder may assign its rights hereunder to any Person except to any permitted assignee.

(h) Expenses. All Registration Expenses incurred in connection with any Registration Statement under this Agreement shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of any Holders shall be borne by the Holders of the Registrable Securities included in such registration. The obligation of the Company to bear the expenses provided for in this paragraph shall apply irrespective of whether a Registration Statement becomes effective, is withdrawn or suspended, or converted to any other form of registration and irrespective of when any of the foregoing shall occur.

(i) Counterparts; Electronic Signature. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. This Agreement may be executed by facsimile or .pdf signature by any party and such signature shall be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

(j) Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

(k) Notices. All notices and other communications hereunder shall be in writing and shall be deemed duly delivered (i) four (4) Business Days after being sent by registered or certified mail, return receipt requested, postage prepaid, (ii) one (1) Business Day after being sent for next Business Day delivery, fees prepaid, via a reputable nationwide overnight courier service or (iii) on the date of confirmation of receipt (or, the first Business Day following such receipt if the date of such receipt is not a Business Day) of transmission by email, in each case to the intended recipient as set forth below:

If to a Holder, to the address indicated for such Holder in Schedule A-1 or Schedule A-2 hereto, as applicable, with a copy (*which shall not constitute notice*) to:

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: John J. Egan
Jared J. Fine

Email: jegan@goodwinlaw.com
jfine@goodwinlaw.com

If to any Investor Holder, to the address indicated for such Holder in Schedule A-2 hereto, with a copy (*which shall not constitute notice*) to:

Cooley LLP
One Freedom Square
Reston, VA 20190-5656
Telephone: 703-456-8000
Fax: 703-456-8100
Attention: Darren DeStefano
Email: ddestefano@cooley.com

If to the Company, as follows:

ANGI Homeservices Inc.
14023 Denver West Parkway
Building 64
Golden, CO 80401
Attention: General Counsel
Email: legal@homeadvisor.com

with a copy (*which shall not constitute notice*) to:

IAC/InterActiveCorp
555 West 18th Street
New York, NY 10011
Attention: General Counsel
Facsimile: (212) 632-9551
Email: gregg.winiarski@iac.com

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036
Facsimile: (212) 735-2000
Attention: Brandon Van Dyke
Dwight Yoo
Email: brandon.vandyke@skadden.com
dwight.yoo@skadden.com

Any party may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above for such party.

(l) Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their

specific terms or were otherwise breached. Accordingly, each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery of the State of Delaware, this being in addition to any other remedy to which they are entitled at law or in equity. Each of the parties further hereby waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first written above.

ANGI HOMESERVICES INC.

By: /s/ Gregg Winiarski
Name: Gregg Winiarski
Title: Interim Chief Legal Officer

[*Signature Page to Registration Rights Agreement*]

HOLDERS:

ADDVENTURE V LIMITED

By: /s/ Alkisti Kakoullis

Name: Alkisti Kakoullis

Title: Director

[Signature Page to Registration Rights Agreement]

/s/ Gilman Louie
Signature

Alsop Louie Capital 2, L.P.
Printed Name of Entity

Gilman Louie
Printed Name of Signatory

Managing member of Alsop Louie Partners 2, L.L.C. its General Partner
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ Andrew Houston
Signature

Andrew Houston Revocable Trust DTD 09.07.2011
Printed Name of Entity

Andrew Houston
Printed Name of Signatory

Trustee
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ Arthur LP Papas
Signature

Arthur LP Papas
Printed Name of Individual

[Signature Page to Registration Rights Agreement]

/s/ Alison Shea
Signature

ASBK LLC
Printed Name of Entity

Alison Shea
Printed Name of Signatory

Owner
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ Brian Miller
Brian Miller

[Signature Page to Registration Rights Agreement]

/s/ Saar Gur
Signature

Charles River Friends XIV-A, LP
Printed Name of Entity

Saar Gur
Printed Name of Signatory

Authorized Member of Charles River XIV GP, LLC General Partner of Charles River Friends XIV-A, LP
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ Saar Gur
Signature

Disrupt Fund, LLC
Printed Name of Entity

Saar Gur
Printed Name of Signatory

Authorized Member of Charles River XIV GP, LLC General Partner of Disrupt Fund, LLC
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

FIDELITY CONTRAFUND COMMINGLED POOL
By: Fidelity Management & Trust Co.

By: /s/ Jonathan Davis

Name: Jonathan Davis

Title: Authorized Signatory

FIDELITY CONTRAFUND: FIDELITY CONTRAFUND

By: /s/ Jonathan Davis

Name: Jonathan Davis

Title: Authorized Signatory

FIDELITY OTC COMMINGLED POOL
By: Fidelity Management & Trust Co.

By: /s/ Jonathan Davis

Name: Jonathan Davis

Title: Authorized Signatory

FIDELITY SECURITIES FUND: FIDELITY OTC PORTFOLIO

By: /s/ Jonathan Davis

Name: Jonathan Davis

Title: Authorized Signatory

GENERAL CATALYST GROUP V, L.P.

By: General Catalyst Partners V, L.P.
its General Partner

By: General Catalyst GP V, LLC
its General Partner

By: /s/ Christopher McCain

Name: Christopher McCain

Title: Chief Legal Officer

GC ENTREPRENEURS FUND V, L.P.

By: General Catalyst Partners V, L.P.
its General Partner

By: General Catalyst GP V, LLC
its General Partner

By: /s/ Christopher McCain

Name: Christopher McCain

Title: Chief Legal Officer

HIGHLAND CAPITAL PARTNERS VIII LIMITED PARTNERSHIP

By: Highland Management Partners VIII Limited Partnership, its General Partner

By: Highland Management Partners VIII, LLC, its General Partner

By: /s/ Jessica Healey

Name: Jessica Healey
Title: Authorized Manager

HIGHLAND CAPITAL PARTNERS VIII-B LIMITED PARTNERSHIP

By: Highland Management Partners VIII Limited Partnership, its General Partner

By: Highland Management Partners VIII, LLC, its General Partner

By: /s/ Jessica Healey

Name: Jessica Healey
Title: Authorized Manager

[Signature Page to Registration Rights Agreement]

HIGHLAND CAPITAL PARTNERS VIII-C LIMITED PARTNERSHIP

By: Highland Management Partners VIII Limited Partnership, its General Partner

By: Highland Management Partners VIII, LLC, its General Partner

By: /s/ Jessica Healey

Name: Jessica Healey
Title: Authorized Manager

[Signature Page to Registration Rights Agreement]

HIGHLAND CAPITAL PARTNERS VII LIMITED PARTNERSHIP

By: Highland Management Partners VII Limited Partnership, its General Partner

By: Highland Management Partners VII, LLC, its General Partner

By: /s/ Jessica Healey

Name: Jessica Healey
Title: Authorized Manager

[Signature Page to Registration Rights Agreement]

HIGHLAND CAPITAL PARTNERS VII-B LIMITED PARTNERSHIP

By: Highland Management Partners VII Limited Partnership, its General Partner

By: Highland Management Partners VII, LLC, its General Partner

By: /s/ Jessica Healey

Name: Jessica Healey
Title: Authorized Manager

[Signature Page to Registration Rights Agreement]

HIGHLAND CAPITAL PARTNERS VII-C LIMITED PARTNERSHIP

By: Highland Management Partners VII Limited Partnership, its General Partner

By: Highland Management Partners VII, LLC, its General Partner

By: /s/ Jessica Healey

Name: Jessica Healey
Title: Authorized Manager

[Signature Page to Registration Rights Agreement]

HIGHLAND ENTREPRENEURS' FUND VII LIMITED PARTNERSHIP

By: Highland Management Partners VII Limited Partnership, its General Partner

By: Highland Management Partners VII, LLC, its General Partner

By: /s/ Jessica Healey

Name: Jessica Healey
Title: Authorized Manager

[Signature Page to Registration Rights Agreement]

HOLDERS:

/s/ Scott Krisiloff
Signature

Hydrazine Capital
Printed Name of Entity

Scott Krisiloff
Printed Name of Signatory

Member
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ John D. Rusenko, Jr.
Signature

John D. Rusenko, Jr.
Printed Name of Individual

[Signature Page to Registration Rights Agreement]

/s/ Asghar D. Mostafa
Signature

Mostafa Group, LLC
Printed Name of Entity

Asghar D. Mostafa
Printed Name of Signatory

Managing Director
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ Oisin Hanrahan
Oisin Hanrahan

[Signature Page to Registration Rights Agreement]

/s/ Peter Dowds
Signature

Peter Dowds
Printed Name of Individual

[Signature Page to Registration Rights Agreement]

REVOLUTION GROWTH II, LP
By: Revolution Growth GP II, LP, its General Partner
By: Revolution Growth UGP II, LLC, its General Partner

By: /s/ Steven J. Murray

Name: Steven J. Murray

Title: Operating Manager

[Signature Page to Registration Rights Agreement]

/s/ Kathy Willard
Signature

Sound Ventures, LLC
Printed Name of Entity

Kathy Willard
Printed Name of Signatory

EVP & CFO
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ Robert Pollak
Signature

SV Angel III LP
Printed Name of Entity

Robert Pollak
Printed Name of Signatory

General Partner
Printed Title of Signatory

[Signature Page to Registration Rights Agreement]

/s/ Thomas Brooks
Signature

Thomas Brooks
Printed Name of Individual

[Signature Page to Registration Rights Agreement]

/s/ Tikhon Bernstam
Signature

Tikhon Bernstam
Printed Name of Individual

[Signature Page to Registration Rights Agreement]

TPG HANDY HOLDINGS, LP
By: TPG Growth II Advisors Inc., its general partner

By: /s/ Michael LaGatta

Name: Michael LaGatta

Title: Vice President

[Signature Page to Registration Rights Agreement]

/s/ Travis Tharp
Signature

Travis Tharp
Printed Name of Individual

[Signature Page to Registration Rights Agreement]

/s/ Umang Dua
Umang Dua

[Signature Page to Registration Rights Agreement]

Exhibit 5.1

[Letterhead of Skadden, Arps, Slate, Meagher & Flom LLP]

October 22, 2018

ANGI Homeservices Inc.
14023 Denver West Parkway
Building 64
Golden, CO 80401

Re: ANGI Homeservices Inc.
Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as special counsel to ANGI Homeservices Inc., a Delaware corporation (the "Company"), in connection with the registration statement on Form S-3 (the "Registration Statement") to be filed on the date hereof by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"). The Registration Statement relates to the resale from time to time of up to 7,482,167 shares (the "Shares") of Class A Common Stock, par value $0.001 per share, of the Company to be sold by the selling stockholders named therein (the "Selling Stockholders"). We have been advised that the Shares were issued to the Selling Stockholders pursuant to the Agreement and Plan of Merger, dated as of September 29, 2018 (the "Merger Agreement"), by and among the Company, Hamlet Merger Sub, Inc., Handy Technologies, Inc. and Shareholder Representative Services LLC.

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act.

In rendering the opinion stated herein, we have examined and relied upon the following:

(a) the Registration Statement;

(b) an executed copy of the Merger Agreement;

(c) an executed copy of a certificate of Gregg Winiarski, Interim Chief Legal Officer of the Company, dated the date hereof (the "Officer's Certificate");

(d) a copy of the Company's Amended and Restated Certificate of Incorporation certified by the Secretary of State of the State of Delaware as of October 22, 2018, and certified pursuant to the Officer's Certificate;

(e) a copy of the Company's Amended and Restated Bylaws, as amended and in effect as of the date hereof and certified pursuant to the Officer's Certificate; and

(f) a copy of certain resolutions of the Board of Directors of the Company, adopted on September 13, 2018, certified pursuant to the Officer's Certificate.

We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and the Selling Stockholders and such agreements, certificates and receipts of public officials, certificates of officers or other representatives of the Company, the Selling Stockholders and others, and such other documents as we have deemed necessary or appropriate as a basis for the opinion stated below.

In our examination, we have assumed the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as facsimile, electronic, certified or photostatic copies, and the authenticity of the originals of such copies. As to any facts relevant to the opinion stated herein that we did not independently establish or verify, we have relied upon statements

and representations of officers and other representatives of the Company and the Selling Stockholders and others and of public officials, including those in the Officer's Certificate and the factual representations and warranties set forth in the Merger Agreement.

We do not express any opinion with respect to the laws of any jurisdiction other than the General Corporation Law of the State of Delaware (the "DGCL").

Based upon the foregoing and subject to the qualifications and assumptions stated herein, we are of the opinion that the Shares have been duly authorized by all requisite corporate action on the part of the Company under the DGCL and have been validly issued and are fully paid and nonassessable.

In addition, in rendering the foregoing opinion we have assumed that (i) the Company received the consideration for the Shares set forth in the Merger Agreement and the applicable board resolutions and (ii) the issuance of the Shares has been registered in the Company's share registry.

We hereby consent to the reference to our firm under the heading "Legal Matters" in the prospectus forming part of the Registration Statement. We also hereby consent to the filing of this opinion with the Commission as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Skadden, Arps, Slate, Meagher & Flom LLP

QuickLinks

Exhibit 5.1

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Experts" in the Registration Statement (Form S-3) and related Prospectus of ANGI Homeservices, Inc. for the registration of 7,482,167 shares of its Class A Common Stock and to the incorporation by reference therein of our report dated March 14, 2018, with respect to the consolidated and combined financial statements and the related notes and the financial statement schedule of ANGI Homeservices, Inc., included in its Annual Report (Form 10-K) for the year ended December 31, 2017, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP
New York, New York
October 22, 2018

QuickLinks

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm