

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

IAC/INTERACTIVECORP
(Exact Name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction of
Incorporation or Organization)

152 West 57th Street
New York, New York 10019
(Address of Principal Executive
Offices Including Zip Code)

59-2712887
(I.R.S. Employer
Identification No.)

SERVICEMAGIC, INC. AMENDED AND RESTATED 1999 STOCK OPTION PLAN
(Full Title of the Plan)

GREGORY R. BLATT, ESQ.
Senior Vice President, General Counsel and Secretary
IAC/InterActiveCorp
152 West 57th Street
New York, New York 10019
(Name and Address of Agent For Service)

(212) 314-7300
(Telephone Number, Including Area Code, of Agent For Service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(2)	Proposed Maximum Offering Price Per Share(3)	Proposed Maximum Aggregate Offering Price(3)	Amount of Registration Fee(4)
Common Stock, \$0.01 par value(1)	523,124	\$22.89	\$11,974,308.36	\$1,517.14

- (1) This Registration Statement on Form S-8 covers up to an aggregate of 523,124 shares of Common Stock, par value \$0.01 per share, of IAC/InterActiveCorp to be issued upon the exercise of assumed options issued pursuant to the ServiceMagic, Inc. Amended and Restated 1999 Stock Option Plan.
- (2) Pursuant to Rule 416(a), this Registration Statement also covers additional securities that may be offered as a result of stock splits, stock dividends or similar transactions. In addition, pursuant to Rule 416(c), this Registration Statement also registers an indeterminate amount of interests to be offered or sold pursuant to the employee benefit plans described herein.
- (3) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o).
- (4) Estimated solely for the purpose of calculating the registration fee. The registration fee has been calculated in accordance with Rules 457(c) and 457(h) under the Securities Act of 1933, as amended, based upon the average high and low prices per share for IAC/InterActiveCorp Common Stock on the Nasdaq National Market on August 31, 2004, which were \$23.14 and \$22.63.

INTRODUCTION

This Registration Statement on Form S-8 (this "Registration Statement") is filed by IAC/InterActiveCorp, a Delaware corporation ("IAC" or the "Registrant"), in connection with the merger (the "Merger") of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of IAC ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among IAC, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto (the "Merger Agreement"). Pursuant to the Merger Agreement, among other things, at the effective time of the Merger, IAC has assumed the outstanding stock options granted under the ServiceMagic Amended and Restated 1999 Stock Option Plan (the "ServiceMagic Plan"). The assumed options will become exercisable for shares of Common Stock, par value \$0.01 per share, of IAC ("IAC Common Stock"), based on the formula set forth in the Merger Agreement, and will remain subject to the same terms and conditions set forth in the ServiceMagic Plan and related agreements.

This Registration Statement relates to up to 523,124 shares of IAC Common Stock issuable upon exercise of assumed options.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information required in Part I of this Registration Statement is included in the prospectus for the Plan (the "Prospectus"), which the Registrant has excluded from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933, as amended (the "Securities Act").

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents previously filed by IAC with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are hereby incorporated by reference into this Registration Statement:

1. IAC's Annual Report on Form 10-K for the fiscal year ended December 31, 2003, as amended by Amendment Nos. 1 and 2 on Form 10-K/A, filed with the Commission on March 30, 2004 and June 23, 2004, respectively;
2. IAC's Quarterly Reports on Form 10-Q for the fiscal quarters ended March 31, 2004 and June 30, 2004;
4. IAC's Current Report on Form 8-K filed on July 14, 2004 (other than information furnished under Regulation FD); and
5. The description of IAC Common Stock contained in IAC's Registration Statement on Form 8-A, filed with the Commission on January 22, 2003.

All documents subsequently filed by IAC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

The legality of the shares of IAC Common Stock to be issued in connection with the Plan has been passed upon for IAC by Gibson, Dunn & Crutcher LLP, Los Angeles, California.

Item 6. Indemnification of Directors and Officers.

The Registrant's Restated Certificate of Incorporation, as amended, limits, to the maximum extent permitted by Delaware law, the personal liability of directors for monetary damages for breach of their fiduciary duties as a director. The Registrant's Amended and Restated By-Laws provide that the directors and officers (and legal representatives of such directors and officers) will be indemnified to the fullest extent authorized by the Delaware General Corporation Law with respect to third-party actions, suits, investigations or proceedings provided that any such person has met the applicable standard of conduct set forth in the Delaware General Corporation Law described below. The Registrant's Amended and Restated By-Laws further provide that directors and officers (and legal representatives of such directors and officers) will be indemnified with respect to actions or suits initiated by such person only if such action was first approved by the board of directors. The Registrant's Amended and Restated By-Laws allow the Registrant to pay all expenses incurred by a director or officer (or legal representatives of such directors or officers) in defending any proceeding in which the scope of the indemnification provisions as such expenses are incurred in advance of its final disposition, upon an undertaking by such party to repay such expenses, if it is ultimately determined that such party was not entitled to indemnity by the Registrant. From time to time, officers and directors may be provided with indemnification agreements that are consistent with the foregoing provisions and, to the extent such officers and directors serve as executive officers or directors of subsidiaries of the Registrant, consistent with the indemnification provisions of the charter documents of such subsidiaries. The Registrant has policies of directors' and officers' liability insurance which insure directors and officers against the costs of defense, settlement and/or payment of judgment under certain circumstances. The Registrant believes that these agreements and arrangements are necessary to attract and retain qualified persons as directors and officers.

Section 145 of the General Delaware General Corporation Law provides that a corporation may indemnify a director, officer, employee or agent who was or is a party, or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he was a director, officer, employee or agent of the corporation or was serving at the request of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

See Exhibit Index.

Item 9. 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 this 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 and of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

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

provided, however, that paragraphs (1)(a)(i) and (1)(a)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this 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; and

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

(b) The undersigned Registrant hereby undertakes 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 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.

(c) 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 Commission 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.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of New York, State of New York, on this 1st day of September, 2004.

IAC/INTERACTIVECORP

By: /s/ DARA KHOSROWSHAHI

Name: Dara Khosrowshahi
Title: Executive Vice President and
Chief Financial Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities indicated as of September 1, 2004:

Name and Signature	Title
/s/ BARRY DILLER*	Chairman of the Board and Chief Executive (Principal Executive Officer)
Barry Diller	
/s/ VICTOR A. KAUFMAN	
Victor A. Kaufman	Vice Chairman and Director
/s/ WILLIAM J. SEVERANCE*	Vice President and Controller (Principal Accounting Officer)
William J. Severance	
/s/ DARA KHOSROWSHAHI	Executive Vice President and Chief Financial Officer
Dara Khosrowshahi	
/s/ RICHARD N. BARTON	
Richard N. Barton	Director
/s/ ROBERT R. BENNETT*	
Robert R. Bennett	Director
/s/ EDGAR BRONFMAN, JR.*	
Edgar Bronfman, Jr.	Director
/s/ DONALD R. KEOUGH	
Donald R. Keough	Director

/s/ MARIE-JOSÉE KRAVIS

Marie-Josée Kravis	Director
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/s/ JOHN C. MALONE

John C. Malone	Director
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/s/ STEVEN RATTNER

Steven Rattner	Director
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/s/ GEN. H. NORMAN SCHWARZKOPF*

Gen. H. Norman Schwarzkopf	Director
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/s/ ALAN G. SPOON*

Alan G. Spoon	Director
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/s/ DIANE VON FURSTENBERG*

Diane Von Furstenberg	Director
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*By: /s/ DARA KHOSROWSHAHI

Dara Khosrowshahi
Attorney-in-Fact

EXHIBIT INDEX

Exhibit No.	Description
4.1	Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed with the Commission on October 14, 2003)
4.2	Certificate of Ownership and Merger merging NC3, Inc. into InterActiveCorp under the name IAC/InterActiveCorp (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K, filed with the Commission on July 14, 2004)
4.3	Amended and Restated By-Laws of the Registrant (incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K, filed with the Commission on September 20, 2002)
4.4	ServiceMagic, Inc. Amended and Restated 1999 Stock Option Plan
5.1	Opinion of Gibson, Dunn & Crutcher LLP
23.1	Consent of Ernst & Young LLP
23.2	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1 hereto)
24.1	Powers of Attorney

QuickLinks

[INTRODUCTION](#)

[PART I INFORMATION REQUIRED IN THE SECTION 10\(a\) PROSPECTUS](#)

[PART II INFORMATION REQUIRED IN THE REGISTRATION STATEMENT](#)

[SIGNATURES](#)

[EXHIBIT INDEX](#)

SERVICEMAGIC, INC.

AMENDED AND RESTATED 1999 STOCK OPTION PLAN

SECTION 1: PURPOSE

The purpose of the Servicemagic, Inc. 1999 Stock Option Plan (the "Plan") is to further the growth and development of Servicemagic, Inc. (f/k/a Wisen.com, Inc.) (the "Company") by affording an opportunity for stock ownership to selected employees, directors and consultants of the Company and its subsidiaries who are responsible for the conduct and management of its business or who are involved in endeavors significant to its success.

SECTION 2: DEFINITIONS

Unless otherwise indicated, the following words when used herein shall have the following meanings:

(a) "Acquisition" shall mean (i) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, in which the stockholders of the Company immediately prior to such consolidation, merger or reorganization own less than a majority of the voting power of the surviving or acquiring party immediately after such consolidation, merger or reorganization, or any transaction or series of related transactions in which fifty percent (50%) or more of the Corporation's voting power is transferred, or (ii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

(b) "Affiliate" shall mean, with respect to any person or entity, a person or entity that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity.

(c) "Board of Directors" shall mean the Board of Directors of the Company.

(d) "Cause" shall mean a termination on account of (1) repeated refusal to obey written directions of the Board of Directors or a superior officer (so long as such directions do not involve illegal or immoral acts); (2) repeated acts of substance abuse which are materially injurious to the Company or any of its Subsidiaries, (3) fraud or dishonesty that is materially injurious to the Company or any of its Subsidiaries, (4) breach of any material obligation of nondisclosure or confidentiality owed to the Company or any of its Subsidiaries, (5) commission of a criminal offense involving money or other property of the Company (excluding any traffic violations or similar violations), or (6) commission of a criminal offense that constitutes a felony in the jurisdiction in which the offense is committed.

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(f) "Common Stock" shall mean the Company's common stock (\$0.0001 par value per share) and any share or shares of the Company's capital stock hereafter issued or issuable in substitution for such shares.

(g) "Director" shall mean a member of the Board of Directors.

(h) "Early Exercise Stock Purchase Agreement" shall mean an agreement for the repurchase by the Company of shares acquired upon exercise of any portion of an Option prior to its vesting.

(i) "Incentive Stock Option" shall mean any option granted to an eligible employee under the Plan, which the Company intends at the time the option is granted to be an Incentive Stock Option within the meaning of Section 422 of the Code.

(j) "Non-Employee Director" shall mean a Director who is a Non-Employee Director within the meaning of Rule 16b-3 as promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended from time to time.

(k) "Nonqualified Stock Option" shall mean any option granted to an eligible employee, Director or consultant under the Plan which is not an Incentive Stock Option.

(l) "Option" shall mean and refer collectively to Incentive Stock Options and Nonqualified Stock Options.

(m) "Option Agreement" means the agreement specified in Section 7.2.

(n) "Optionee" shall mean any employee, Director or consultant who is granted an Option under the Plan. "Optionee" shall also mean the personal representative of an Optionee and any other person who acquires the right to exercise an Option by bequest or inheritance.

(o) "Parent" shall mean a parent corporation of the Company as defined in Section 424(e) of the Code.

(p) "Plan Administrator" shall mean the body which is responsible for the administration of the Plan, as determined pursuant to Section 4.1.

(q) "Stock Restriction Agreement" shall mean an agreement placing certain restrictions upon the Optionee's right to transfer shares, including without limitation the creation of an irrevocable right of first refusal upon the transfer of shares in favor of the Company and its designees and provisions requiring the Optionee to transfer the shares to the Company or the Company's designees upon a termination of employment, as described in Section 11.4.

(r) "Subsidiary" shall mean a subsidiary corporation of the Company as defined in Section 424(f) of the Code.

SECTION 3: EFFECTIVE DATE

The effective date of the Plan is February 1, 1999; provided, however, that the adoption of the Plan by the Board of Directors is subject to approval and ratification by the shareholders of the Company within 12 months of the effective date. Options granted under the Plan prior to approval of the Plan by the shareholders of the Company shall be subject to approval of the Plan by the shareholders of the Company.

SECTION 4: ADMINISTRATION

4.1 Plan Administrator. The Plan shall be administered by the Board of Directors, unless and until such time as the Board of Directors delegates the administration of the Plan to a committee. Any such committee shall be appointed by, and shall serve at the pleasure of the Board of Directors and shall consist solely of two or more Non-Employee Directors. The Board of Directors may from time to time remove members from or add members to any such committee, and vacancies on the committee, howsoever caused, shall be filled by the Board of Directors.

4.2 Meetings and Actions. The Plan Administrator shall hold meetings at such times and places as it may determine. A majority of the members of the Plan Administrator shall constitute a quorum, and the acts of the majority of the members present at a meeting or a consent in writing signed by all members of the Plan Administrator shall be the acts of the Plan Administrator and shall be final, binding and conclusive upon all persons, including the Company, its Subsidiaries, its shareholders, and all persons having any interest in Options which may be or have been granted pursuant to the Plan.

4.3 Powers of Plan Administrator. The Plan Administrator shall have the full and exclusive right to grant and determine terms and conditions of all Options granted under the Plan and to prescribe, amend and rescind rules and regulations for administration of the Plan. In granting Options, the Plan Administrator shall take into consideration the contribution the Optionee has made or may make to

the success of the Company or its Subsidiaries and such other factors as the Plan Administrator shall determine.

4.4 *Interpretation of Plan.* The determination of the Plan Administrator as to any disputed question arising under the Plan, including questions of construction and interpretation, shall be final, binding and conclusive upon all persons, including the Company, its Subsidiaries, its shareholders, and all persons having any interest in Options which may be or have been granted pursuant to the Plan.

4.5 *Indemnification.* Each person who is or shall have been a member of the Plan Administrator or of the Board of Directors shall be indemnified and held harmless by the Company against and from any loss, cost, liability or expense that may be imposed upon or reasonably incurred in connection with or resulting from any claim, action, suit or proceeding to which such person may be a party or in which such person may be involved by reason of any action taken or failure to act under the Plan and against and from any and all amounts paid in settlement thereof., provided that the Company approved such settlement, or paid in satisfaction of a judgment in any such action, suit or proceeding, provided such person shall give the Company an opportunity, at its own expense, to handle and defend the same before undertaking to handle and defend it on such person's own behalf. The foregoing right of indemnification shall not be exclusive of, and is in addition to, any other rights of indemnification to which any person may be entitled under the Company's Articles of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

SECTION 5: STOCK SUBJECT TO THE PLAN

5.1 *Number.* The aggregate number of shares of Common Stock which may be issued under Options granted pursuant to the Plan shall not exceed 5,030,745 shares. Shares which may be issued under Options may consist, in whole or in part, of authorized but unissued stock or treasury stock of the Company not reserved for any other purpose.

5.2 *Unused Stock.* If any outstanding Option under the Plan expires or for any other reason ceases to be exercisable, in whole or in part, other than upon exercise of the Option, the shares which were subject to such Option and as to which the Option had not been exercised shall continue to be available for issuance under the Plan. Any shares which are repurchased by the Company in accordance with the terms of an Early Exercise Stock Purchase Agreement shall upon such repurchase once again be available for issuance under the Plan.

5.3 *Adjustment for Change in Outstanding Shares.* If there is any change, increase or decrease, in the outstanding shares of Common Stock which is effected without receipt of additional consideration by the Company, by reason of a stock dividend, recapitalization, merger, consolidation, stock split, combination or exchange of stock, or other similar circumstances, then in each such event, the Plan Administrator shall make an appropriate adjustment in the aggregate number of shares of stock available under the Plan, the number of shares of stock subject to each outstanding Option and the Option prices in order to prevent the dilution or enlargement of any Optionee's rights. The Plan Administrator's determinations in making adjustments shall be final and conclusive.

5.4 *Reorganization or Sale of Assets.* In the event of (i) a dissolution, liquidation or sale of all or substantially all of the Company's assets; (ii) a merger or consolidation of the Company with another entity; or (iii) any other capital reorganization in which the persons and entities who were the stockholders of the Company immediately before such capital reorganization own, directly or indirectly, less than two-thirds of the outstanding voting securities of the Company following such capital reorganization (each of such events being referred to hereinafter as a "Reorganization Event"), the Plan Administrator shall, as to outstanding Options, either (1) make appropriate provision for the protection of any such outstanding Options by the substitution on an equitable basis of appropriate

stock of the Company, or of the merged, consolidated or otherwise reorganized corporation, which will be issuable in respect of the Common Stock, provided that no additional benefits shall be conferred upon Optionees as a result of such substitution, and provided further that the excess of the aggregate fair market value of the shares subject to the Options immediately after such substitution over the purchase price thereof is not more than the excess of the aggregate fair market value of the shares subject to such Options immediately before such substitution over the purchase price thereof, or (2) upon written notice to all Optionees, which notice shall be given not less than 20 days prior to the effective date of the Reorganization Event, provide that all unexercised Options must be exercised within a specified number of days (which shall not be less than 20) of the date of such notice or such Options will terminate. In response to a notice provided pursuant to clause (2) of the preceding sentence, an Optionee may make an irrevocable election to exercise the Optionee's Option contingent upon and effective as of the effective date of the Reorganization Event. Options which are not exercised within the specified period following the receipt of such a notice shall terminate and cease to be outstanding. The Plan Administrator may, in its sole discretion, accelerate the exercise dates of outstanding Options in connection with any Reorganization Event.

5.5 *Acceleration Upon Acquisition.* Notwithstanding the provisions of Section 5.4, in the event of an Acquisition in which the acquiring or surviving company fails to make appropriate provision for the protection of any such outstanding Options by the assumption of or substitution on an equitable basis (in the sole judgment of the Plan Administrator) of appropriate stock or options of the Company, or of the merged, consolidated or otherwise reorganized corporation, as the case may be, then upon written notice to all Optionees, which notice shall be given not less than 20 days prior to the effective date of the Acquisition, (a) all outstanding Options shall become fully vested immediately prior to, and contingent upon, the Acquisition, and (b) all Options will terminate if not exercised in connection with the Acquisition (which exercise will be contingent upon and effective as of the effective date of the Acquisition).

SECTION 6: ELIGIBILITY

All full- or part-time salaried employees of the Company and its Subsidiaries who are responsible for the conduct and management of its business or who are involved in endeavors significant to its success shall be eligible to receive both Incentive Stock Options and Nonqualified Stock Options under the Plan. Directors and consultants who are neither full- nor part-time salaried employees of the Company or its Subsidiaries but who are involved in endeavors significant to its success shall be eligible to receive Nonqualified Stock Options, but not Incentive Stock Options, under the Plan.

SECTION 7: GRANT OF OPTIONS

7.1 *Grant of Options.* The Plan Administrator may from time to time in its discretion determine which of the eligible employees, Directors and consultants of the Company or its Subsidiaries should receive Options, the type of Options to be granted (whether Incentive Stock Options or Nonqualified Stock Options), the number of shares subject to such Options, and the dates on which such Options are to be granted. No employee may be granted Incentive Stock Options to the extent that the aggregate fair market value (determined as of the time each Option is granted) of the Common Stock with respect to which any such Options are exercisable for the first time during a calendar year (under all incentive stock option plans of the Company and its Parent and Subsidiaries) would exceed \$100,000. To the extent that the limitation set forth in the preceding sentence has been exceeded, the Options which exceed the annual limitation shall be deemed to be Nonqualified Stock Options rather than Incentive Stock Options.

7.2 *Option Agreement.* Each Option granted under the Plan shall be evidenced by a written Option Agreement setting forth the terms upon which the Option is granted. Each Option Agreement

shall designate the type of Options being granted (whether Incentive Stock Options or Nonqualified Stock Options), and shall state the number of shares of Common Stock, as designated by the Plan Administrator, to which that Option pertains. More than one Option may be granted to an eligible person.

7.3 Option Price. The option price per share of Common Stock under each Option shall be determined by the Plan Administrator and stated in the Option Agreement. The option price for Incentive Stock Options granted under the Plan shall not be less than 100% of the fair market value (determined as of the day the Option is granted) of the shares subject to the Option. The option price for Nonqualified Stock Options granted under the Plan shall not be less than 85% of the fair market value (determined as of the day the Option is granted) of the shares subject to the Option.

7.4 Determination of Fair Market Value. If the Common Stock is listed upon an established stock exchange or exchanges, then the fair market value per share shall be deemed to be the average of the quoted closing prices of the Common Stock on such stock exchange or exchanges on the day for which the determination is made, or if no sale of the Common Stock shall have been made on any stock exchange on that day, on the next preceding day on which there was such a sale. If the Common Stock is not listed upon an established stock exchange but is traded in the NASDAQ National Market System, the fair market value per share shall be deemed to be the closing price of the Common Stock in the National Market System on the day for which the determination is made, or if there shall have been no trading of the Common Stock on that day, on the next preceding day on which there was such trading. If the Common Stock is not listed upon an established stock exchange and is not traded in the National Market System, the fair market value per share shall be deemed to be the mean between the dealer "bid" and "ask" closing prices of the Common Stock on the NASDAQ System on the day for which the determination is made, or if there shall have been no trading of the Common Stock on that day, on the next preceding day on which there was such trading. If none of these conditions apply, the fair market value per share shall be deemed to be an amount as determined in good faith by the Plan Administrator by applying any reasonable valuation method.

7.5 Duration of Options. Each Option shall be of a duration as specified in the Option Agreement; provided, however, that the term of each Option shall be no more than ten years from the date on which the Option is granted and shall be subject to early termination as provided herein.

7.6 Additional Limitations on Grant. No Incentive Stock Option shall be granted to an employee who, at the time the Incentive Stock Option is granted, owns stock (as determined in accordance with Section 424(d) of the Code) representing more than 10% of the total combined voting power of all classes of stock of the Company or of any Parent or Subsidiary, unless the option price of such Incentive Stock Option is at least 110% of the fair market value (determined as of the day the Incentive Stock Option is granted) of the stock subject to the Incentive Stock Option and the Incentive Stock Option by its terms is not exercisable more than five years from the date it is granted.

7.7 Early Exercise. The Option Agreement may, but need not, provide that the Optionee may elect to exercise all or any portion of the Option prior to its vesting. Any shares purchased upon exercise of an unvested portion of the Option shall be subject to a right of repurchase in favor of the Company in accordance with the terms of a Early Exercise Stock Purchase Agreement which shall be set forth as an attachment to the Stock Option Agreement.

7.8 *Other Terms and Conditions.* The Option Agreement may contain such other provisions, which shall not be inconsistent with the Plan, as the Plan Administrator shall deem appropriate, including, without limitation, provisions that relate the Optionee's ability to exercise an Option to the passage of time or the achievement of specific goals or the occurrence of certain events, as specified by the Plan Administrator.

SECTION 8: EXERCISE OF OPTIONS

8.1 *Manner of Exercise.* Subject to the limitations and conditions of the Plan or the Option Agreement, an Option shall be exercisable, in whole or in part, from time to time, by giving written notice of exercise to the Secretary of the Company, which notice shall specify the number of shares of Common Stock to be purchased and shall be accompanied by (1) payment in full to the Company of the purchase price of the shares to be purchased, plus (2) payment in full of such amount as the Company shall determine to be sufficient to satisfy any liability it may have for any withholding of federal, state or local income or other taxes incurred by reason of the exercise of the Option, (3) representations meeting the requirements of Sections 11.3 and/or 11.5 if requested by the Company, and (4) a Stock Restriction Agreement meeting the requirements of Section 11.4 if requested by the Company.

8.2 *Payment of Purchase Price.* Payment for shares and withholding taxes shall be in the form of either (1) cash, (2) a certified or bank cashier's check to the order of the Company, or (3) shares of the Common Stock, properly endorsed to the Company, in an amount the fair market value of which on the date of receipt by the Company (as determined in accordance with Section 7.4) equals or exceeds the aggregate option price of the shares with respect to which the Option is being exercised, (4) any other form of legal consideration that may be acceptable to the Plan Administrator, or (5) in any combination thereof; provided, however, that no payment may be made in shares of Common Stock unless the Plan Administrator has approved of payment in such form by such Optionee with respect to the Option exercise in question. Should the Common Stock be registered under Section 12(g) of the Securities Exchange Act of 1934, as amended, at the time an Option is exercised, and to the extent the option is exercised for vested shares, then payment may also be made through a special sale and remittance procedure pursuant to which the Optionee shall concurrently provide irrevocable written instructions (A) to a brokerage firm designated by the Company to effect the immediate sale of the purchased shares and remit to the Company, out of the sale proceeds available on the settlement date, sufficient funds to cover the aggregate exercise price payable for the purchased shares plus all applicable withholding taxes, and (B) to the Company to deliver the certificates for the purchased shares directly to such brokerage firm in order to complete the sale. Upon the exercise of any Option, the Company, in its sole discretion, may permit the deferred payment of the purchase price on such terms and conditions as the Company shall specify.

SECTION 9: EFFECT OF TERMINATION OF EMPLOYMENT

9.1 *Termination of Employment Other Than Upon Death or Disability.* Subject to any limitations set forth in the Option Agreement, and provided that the notice of exercise is provided prior to the expiration of the Option, the Optionee shall be entitled to exercise the Option (i) during the Optionee's employment by the Company or a Subsidiary and (ii) for a period of three months after the date of a termination of employment other than for Cause. Any vesting of the Option shall cease upon termination of employment, and the Option shall be exercisable only to the extent that it was exercisable on the date of such termination. Any Options not exercisable as of the date of termination, and any Options or portions of Options not exercised within the period specified herein, shall terminate.

9.2 *Termination By Death of Optionee.* Notwithstanding Section 9.1, if an Optionee should die while in the employ of the Company or a Subsidiary or within a period of three months after

termination of employment with the Company or a Subsidiary under circumstances in which Section 9.1 would permit the exercise of the Option following termination, the personal representatives of the Optionee's estate or the person or persons who shall have acquired the Option from the Optionee by bequest or inheritance may exercise the Option at any time within the year after the date of death, but not later than the expiration date of the Option. Any vesting of the Option shall cease upon termination of employment, and the Option shall be exercisable only to the extent that it was exercisable on the date of such termination. Any Options not exercisable as of the date of termination, and any Options or portions of Options not exercised within the period specified herein, shall terminate.

9.3 *Termination By Disability of Optionee.* Notwithstanding Section 9.1, if an Optionee should terminate employment with the Company or a Subsidiary by reason of the Optionee's disability. (within the meaning of Section 22(e)(3) of the Code), the Optionee may exercise the Option at any time within one year after the date of termination but not later than the expiration date of the Option. Any vesting of the Option shall cease upon termination of employment, and the Option shall be exercisable only to the extent that it was exercisable on the date of such termination. Any Options not exercisable as of the date of termination, and any Options or portions of Options not exercised within the period specified herein, shall terminate.

9.4 *Termination of Directors and Consultants.* For purposes of this Section 9, a termination of employment shall be deemed to include the termination of a Director's service as a member of the Board of Directors and the termination of a consulting arrangement in the case of consultants, provided that immediately following such termination the Director or consultant is not employed by the Company or a Subsidiary.

9.5 *Breach of Covenant Not to Compete.* Notwithstanding anything herein to the contrary, Options granted to the Optionee shall terminate immediately if the Optionee breaches any obligation under a covenant not to compete with the Company or any of its Subsidiaries.

9.6 *Extension of Option Termination Date.* The Plan Administrator, in its sole discretion, may extend the termination date of an Option granted under the Plan without regard to the preceding provisions of this Section 9. In such event, the termination date shall be a date selected by the Plan Administrator in its sole discretion, but not later than the latest expiration date of the Option permitted pursuant to Section 7.5. Such extension may be made in the Option Agreement as originally executed or by amendment to the Option Agreement, either prior to or following termination of an Optionee's employment. The Plan Administrator shall have no power to extend the termination date of an Incentive Stock Option beyond the periods provided in Sections 9.1, 9.2 and 9.3 prior to the termination of the Optionee's employment or without the approval of the Optionee, which may be granted or withheld in the Optionee's sole discretion. Any extension of the termination date of an Incentive Stock Option shall be deemed to be the grant of a new Option for purposes of the Code.

SECTION 10: NON-TRANSFERABILITY OF OPTION

Options granted pursuant to the Plan are not transferable by the Optionee other than by Will or the laws of descent and distribution and shall be exercisable during the Optionee's lifetime only by the Optionee. Upon any attempt to transfer, assign, pledge, hypothecate or otherwise dispose of the Option contrary to the provisions hereof, or upon the levy of any attachment or similar process upon the Option, the Option shall immediately become null and void.

SECTION 11: ISSUANCE OF SHARES

11.1 *Transfer of Shares to Optionee.* As soon as practicable after the Optionee has given the Company written notice of exercise of an Option and has otherwise met the requirements of Section 8. 1, the Company shall issue or transfer to the Optionee the number of shares of Common Stock as to

which the Option has been exercised and shall deliver to the Optionee a certificate or certificates therefor, registered in the Optionee's name. If the Optionee has made an early exercise in accordance with the Option Agreement, the Company may retain the non-vested shares of Common Stock until they have vested pursuant to the Early Exercise Stock Purchase Agreement. In no event shall the Company be required to transfer fractional shares to the Optionee, and in lieu thereof, the Company may pay an amount in cash equal to the fair market value (as determined in accordance with Section 7.4) of such fractional shares on the date of exercise.

11.2 *Compliance with Laws.* If the issuance or transfer of shares by the Company would for any reason, in the opinion of counsel for the Company, violate any applicable federal or state laws or regulations, the Company may delay issuance or transfer of such shares to the Optionee until compliance with such laws can reasonably be obtained. In no event shall the Company be obligated to effect or obtain any listing, registration, qualification, consent or approval under any applicable federal or state laws or regulations or any contract or agreement to which the Company is a party with respect to the issuance of any such shares. If, after reasonable efforts, the Company is unable to obtain the authority which counsel for the Company deems necessary for the lawful issuance and sale of shares upon exercise of Options under the Plan, the Company shall be relieved from any liability for failure to issue and sell shares upon exercise of such Options unless and until such authority is obtained. To the extent required by Section 260.140.46 of Title 10 of the California Code of Regulations, the Company shall deliver financial statements to Optionees at least annually.

11.3 *Investment Representation.* The Company may require any Optionee, as a condition precedent to exercising any Option, to provide a written representation providing assurances satisfactory to the Company (i) as to the Optionee's knowledge and experience in financial and business matters and/or that the Optionee has engaged a purchaser representative reasonably satisfactory to the Company who is knowledgeable and experienced in financial and business matters, (ii) that the Optionee is capable of evaluating, alone or together with the purchaser representative, the merits and risks of exercising the Option; and (iii) that the Optionee is acquiring the stock subject to the Option for such person's own account and not with any present intention of selling or otherwise distributing the stock. Such a representation shall not be required if (A) the issuance of the shares upon the exercise of the Option has been registered under a then currently effective registration statement under the Securities Act of 1933, as amended (the "Securities Act"), or (B) as to any particular requirement, a determination is made by counsel for the Company that such representation is not required. Certificates representing Common Stock acquired upon exercise of Options may contain such legends and transfer restrictions as the Company shall deem reasonably necessary or desirable, including, without limitation, legends restricting transfer of the Common Stock until there has been compliance with federal and state securities laws and until the Optionee or any other holder of the Common Stock has paid the Company such amounts as may be necessary in order to satisfy any withholding tax liability of the Company.

11.4 *Stock Restriction Agreement.* Upon demand by the Company, the Optionee shall execute and deliver to the Company a Stock Restriction Agreement in such form as the Company may provide at the time of exercise of the Option. Such Agreement may include, without limitation, restrictions upon the Optionee's right to transfer shares, including the creation of an irrevocable right of first refusal in the Company and its designees, and provisions requiring the Optionee to transfer the shares to the Company or the Company's designees upon a termination of employment. Upon such demand, execution of the Stock Restriction Agreement by the Optionee prior to the transfer or delivery of any shares and prior to the expiration of the option period shall be a condition precedent to the right to purchase such shares, unless such condition is expressly waived in writing by the Company.

11.5 *Lock-Up Agreement.* Upon demand by the Company, the Optionee shall execute and deliver to the Company a representation that, in connection with the first underwritten registered offering of any securities of the Company under the Securities Act of 1933, as amended, the Optionee

will not sell or otherwise transfer or dispose of any shares of Common Stock acquired upon exercise of an Option, or any shares of Common Stock acquired with respect thereto, during such period following the effective date of the registration statement of the Company filed under the Act as may be requested by the Company or the representative of the underwriters for the Company; provided, however, that such restriction shall apply only if the executive officers and directors of the Company agree with the representatives of the underwriters not to transfer shares of Common Stock owned by them for the same or a greater period. Such representation shall further state that the Company may impose stop-transfer instructions with respect to securities subject to the foregoing restrictions until the end of such period.

SECTION 12: AMENDMENTS

The Board of Directors may at any time and from time to time alter, amend, suspend or terminate the Plan or any part thereof as it may deem proper, except that no such action shall diminish or impair the rights under an Option previously granted. Unless the shareholders of the Company shall have given their approval, the total number of shares for which Options may be issued under the Plan shall not be increased, except as provided in Section 5.3, and no amendment shall be made which reduces the price at which the Common Stock may be offered under the Plan below the minimum required by Section 7.3, except as provided in Section 5.3, or which materially modifies the requirements as to eligibility for participation in the Plan. Subject to the terms and conditions of the Plan, the Board of Directors may modify, extend or renew outstanding Options granted under the Plan, or accept the surrender of outstanding Options to the extent not theretofore exercised and authorize the granting of new Options in substitution therefor, except that no such action shall diminish or impair the rights under an Option previously granted without the consent of the Optionee.

SECTION 13: TERM OF PLAN

This Plan shall terminate on February 1, 2009; provided, however, that the Board of Directors may at any time prior thereto suspend or terminate the Plan. No such suspension or termination shall diminish or impair the rights under an Option previously granted without the consent of the Optionee.

SECTION 14: RIGHTS AS STOCKHOLDER

An Optionee shall have no rights as a stockholder of the Company with respect to any shares of Common Stock covered by an Option until the date of the issuance of the stock certificate for such shares.

SECTION 15: NO EMPLOYMENT RIGHTS

Nothing contained in this Plan or in any Option granted under the Plan shall confer upon any Optionee any right with respect to the continuation of such Optionee's employment by the Company or any Subsidiary or interfere in any way with the right of the Company or any Subsidiary, subject to the terms of any separate employment agreement to the contrary, at any time to terminate such employment or to increase or decrease the compensation of the Optionee from the rate in existence at the time of the grant of the Option.

SECTION 16: GOVERNING LAW

This Plan, and all Options granted under this Plan, shall be construed and shall take effect in accordance with the laws of the State of Colorado, without regard to the conflicts of laws rules of such State.

SECTION 17: USE OF PROCEEDS

Any cash proceeds received by the Company from the sale of shares of Common Stock under the Plan shall be used for general corporate purposes.

QuickLinks

[SERVICEMAGIC, INC. AMENDED AND RESTATED 1999 STOCK OPTION PLAN](#)

**[Letterhead of Gibson, Dunn & Crutcher LLP]
September 1, 2004**

(213) 229-7000

C 93508-00011

(213) 229-7520

IAC/InterActiveCorp
152 West 57th Street
42nd Floor
New York, New York 10019

Re: *Registration Statement on Form S-8*

Ladies and Gentlemen:

We have acted as counsel to IAC/InterActiveCorp, a Delaware corporation (the "Company"), in connection with the preparation and filing of the Registration Statement on Form S-8 of the Company (the "Registration Statement") under the Securities Act of 1933, as amended (the "Act"), relating to shares of the Company's common stock, par value \$0.01 per share (the "Shares"), issuable by the Company pursuant to the ServiceMagic, Inc. Amended and Restated 1999 Stock Option Plan (the "Plan").

We have examined such corporate records, certificates and other documents, and we have made such factual and legal investigations, as we have deemed relevant or necessary for the purposes of this opinion. In rendering this opinion, we have, with your consent, relied upon oral and written representations of officers of the Company and certificates of officers of the Company with respect to the accuracy of certain factual matters. In addition, in rendering this opinion we have, with your consent, assumed the genuineness of all signatures or instruments relied upon by us, and the conformity of certified copies submitted to us with the original documents to which such certified copies relate.

The Company is a Delaware corporation. We are not engaged in the practice of law in the State of Delaware, but we are generally familiar with the Delaware General Corporation Law as presently in effect and have made such inquiries as we considered necessary to render our opinion. We express no opinion as to the laws of any jurisdiction other than the federal laws of the United States and the Delaware General Corporation Law.

Based on and subject to the foregoing, we are of the opinion that when the Registration Statement has become effective pursuant to the provisions of the Securities Act and the Shares have been issued pursuant to the terms and conditions set forth in the Plan and agreements related thereto, the Shares will be validly issued, fully paid and nonassessable.

We hereby consent to be named in the Registration Statement and in the related prospectus contained therein as the attorneys who passed upon the legality of the Shares and to the filing of a copy of this opinion as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ GIBSON, DUNN & CRUTCHER LLP

QuickLinks

[\[Letterhead of Gibson, Dunn & Crutcher LLP\] September 1, 2004](#)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in the Registration Statement (Form S-8) of IAC/InterActiveCorp (formerly InterActiveCorp) of our report dated February 9, 2004 with respect to the consolidated financial statements and schedule of InterActiveCorp (presently IAC/InterActiveCorp) included in its Annual Report (Form 10-K) for the year ended December 31, 2003, filed with the Securities and Exchange Commission.

/s/ ERNST & YOUNG LLP

New York, New York
August 27, 2004

QuickLinks

[CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM](#)

**POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp**

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Dara Khosrowshahi, Gregory R. Blatt and William J. Severance his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ BARRY DILLER

Name: Barry Diller

Title: Chairman of the Board and Chief
Executive Officer

POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Dara Khosrowshahi, Gregory R. Blatt and William J. Severance his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ VICTOR KAUFMAN

Name: Victor Kaufman

Title: Vice Chairman and Director

POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Dara Khosrowshahi, Gregory R. Blatt and Joanne Hawkins his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ WILLIAM J. SEVERANCE

Name: William J. Severance

Title: Vice President and Controller

**POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp**

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Gregory R. Blatt, William J. Severance and Joanne Hawkins his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ DARA KHOSROWSHAHI

Name: Dara Khosrowshahi
Title: Executive Vice President and
Chief Financial Officer

POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Dara Khosrowshahi, Gregory R. Blatt and William J. Severance his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ RICHARD N. BARTON

Name: Richard N. Barton
Title: Director

**POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp**

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Dara Khosrowshahi, Gregory R. Blatt and William J. Severance his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ ROBERT R. BENNETT

Name: Robert R. Bennett
Title: Director

POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Dara Khosrowshahi, Gregory R. Blatt and William J. Severance his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ EDGAR BRONFMAN, JR.

Name: Edgar Bronfman, Jr.

Title: Director

**POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp**

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned directors and officers of IAC/InterActiveCorp, a Delaware corporation (the "Company"), which proposes to file with the Securities and Exchange Commission, Washington, DC ("SEC") under the provisions of the Securities Act of 1933, as amended (the "Act"), one or more registration statements on Form S-8 ("Registration Statement") for the registration under said Act of shares of the Company's common stock, par value \$0.01 per share, in connection with the merger of SM Merger Sub, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("Merger Sub"), with and into ServiceMagic, Inc., a Delaware corporation ("ServiceMagic"), pursuant to the Agreement and Plan of Merger dated as of July 22, 2004, by and among the Company, Merger Sub, ServiceMagic, Michael J. Beaudoin and Pearl Street Trust, acting in their capacity as members of the Equityholder Representative Committee, and the stockholders of ServiceMagic signatory thereto, hereby constitutes and appoints Dara Khosrowshahi, Gregory R. Blatt and William J. Severance his true and lawful attorney-in-fact and agent, and each of them with full power to act without the other, his true and lawful attorney-in-fact and agent, for him and in his name, place and stead, individually and in any and all capacities stated below to sign the Registration Statement and any and all amendments (including post-effective amendments) thereto and all instruments necessary or advisable in connection therewith, and to file the same with all exhibits thereto and any and all other documents in connection therewith, with the SEC, hereby granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform any and all acts and things requested and necessary to be done in and about the premises as fully and to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them, may lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ DONALD R. KEOUGH

Name: Donald R. Keough

Title: Director

**POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp**

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IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 1st day of September, 2004.

By: /s/ MARIE-JOSÉE KRAVIS

Name: Marie-Josée Kravis

Title: Director

POWER OF ATTORNEY
For Registration Statement of
IAC/InterActiveCorp

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ JOHN C. MALONE

Name: John C. Malone

Title: Director

POWER OF ATTORNEY
For Registration Statement of
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IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ STEVEN RATTNER

Name: Steven Rattner

Title: Director

POWER OF ATTORNEY
For Registration Statement of
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IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ GEN. H. NORMAN SCHWARZKOPF

Name: Gen. H. Norman Schwarzkopf

Title: Director

**POWER OF ATTORNEY
For Registration Statement of
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IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 1st day of September, 2004.

By: /s/ ALAN SPOON

Name: Alan Spoon
Title: Director

POWER OF ATTORNEY
For Registration Statement of
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IN WITNESS WHEREOF, the undersigned has hereunto set her hand this 1st day of September, 2004.

By: /s/ DIANE VON FURSTENBERG

Name: Diane Von Furstenberg
Title: Director

QuickLinks

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