

SUBSCRIBER AGREEMENT

PLEASE SCROLL DOWN AND READ THE SUBSCRIBER AGREEMENT BELOW; as your clicking on “I Accept” is your electronic signature of acceptance to these Terms and Conditions for you, and any other users that may have access to your account. Hence, as the account administrator, you are both representing and agreeing to all of the Terms & Conditions laid out below when using this site on both your own behalf, and that of others that may have access to your account. You are also acknowledging that you are of the proper age and have the authority to make these commitments on the behalf of both yourself, and all other users that you allow to access your account.

This Subscriber Agreement governs your use of *HomeConvenience.com*TM's service—hereto recognized as the “Service” going forward--unless other terms and conditions expressly govern (the “Service”).

If you agree to be bound by the terms of this Agreement, you should click on the “**I AGREE**” button at the end of this Agreement. If you do not agree to be bound by the terms of this Agreement, you should click “**I DISAGREE**”. If you click “**I DISAGREE**”, then you will not be able to proceed with the registration process for the respective Service to become a subscriber.

1. Changes to Subscriber Agreement. We reserve the right to alter, or modify, the terms and conditions of this Agreement at anytime; and hence, it is recommended that you periodically check this document. Any changes, or revisions that may be made will be noted and dated with the correct version number. You can access this agreement at any time by going to the Contact Us section of the Service. You signify that you agree to be bound by such changes by continuing to use the Service after changes are made to this Agreement.

2. Privacy. Registration data and other information about you are subject to our Privacy Policy. Your information may be stored and processed in the United States or any other country where HomeConvenience.comTM has facilities, and by subscribing to the Service, you consent to the transfer of information outside of your country.

3. Fees and Payments. You can always find the current subscription fees for the Service in the Pricing section of our website. You agree to pay the subscription fees and any other charges incurred in connection with your user name and password for the Service (including any applicable taxes) at the then current rates at the time of such transaction. You are hereby authorizing us to bill all charges automatically to your credit card on file at the then current rate at the time that your payments are due. Subscription fees will be billed at the beginning of your subscription or any renewal. All fees and charges are nonrefundable. We may change the fees and charges then in effect, or add new fees or charges, by giving you notice in advance. If you want to use a different credit card or there is a change in credit card validity or expiration date, or if you believe someone has accessed the Service using your user name and password without your authorization, you must follow the procedures outlined in the Contact Us section. You are responsible for any fees or charges incurred to access a Service through an Internet access provider or other third-party service. The user should also be aware that some of the Service’s functionality—e.g.; text messaging—may cause the user to incur additional charges; and that payment of these charges is the sole responsibility of the user.

4. Renewal. Your subscription will renew automatically, on the same term that you originally signed up for—e.g.; monthly or annually. The only exceptions to this policy would be if we terminate your account, or if you elect to cancel your subscription via the account administration function within the Service. All fees charged, are non-refundable; and hence, you must cancel your subscription before it renews in order to avoid billing of subscription fees for the renewal term to your credit card.

5. Limitations on Use.

a. Up to 8 individuals, from the same family, may access the Service at the same time. Additional users, from the same family, can be accommodated by contacting us at customersupport@homeconvenience.com. Please note that additional charges may apply.

b. The content available through the Service is our property or the property of our licensors and is protected by copyright and other intellectual property laws. You may display or print the content available through the Services for your personal, non-commercial use only.

c. You agree not to use the Services for any unlawful purpose. We reserve the right to terminate or restrict your access to the Service if, in our opinion, your use of the Service may violate any laws, infringe upon another person's rights or violate the terms of this Agreement. Also, we may refuse to grant you a user name that impersonates someone else, is protected by trademark or other proprietary right law, or is vulgar or otherwise offensive.

6. Third Party Web Sites, Services and Software. We may link to, or promote, web sites or services from other companies or offer you the ability to download software from other companies. You agree that we are not responsible for, and do not control, those web sites, services and software.

7. DISCLAIMERS OF WARRANTIES AND LIMITATIONS ON LIABILITY. YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICE AND THE CONTENT AVAILABLE THROUGH THE SERVICES IS ON AN "AS-IS", "AS AVAILABLE" BASIS AND WE SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

HOME CONVENIENCE SOLUTIONS, INC. AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS ("THE HOME CONVENIENCE PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, LOST REVENUE, LOST DATA/INFORMATION, AND/OR A COMPROMISE OF PRIVACY (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE HOME CONVENIENCE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE OF A LIMITED REMEDY. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE HOME CONVENIENCE PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY APPLICABLE LAW; AND IN NO CASE WILL THE TOTAL LIABILITY EVER BE GREATER THAN THE FEES PAID TO THE HOME CONVENIENCE PARTIES FOR SERVICES RENDERED.

BY USING THIS APPLICATION, YOU COMPLETELY INDEMNIFY THE HOME CONVENIENCE PARTIES; AND HENCE, RELINQUISH ANY RIGHTS TO HOLD THEM ACCOUNTABLE FOR ANY DAMAGES.

8. General. This Agreement contains the final and entire agreement between us regarding your use of the Services and supersedes all previous and contemporaneous oral or written agreements regarding your use of the Services. We may discontinue or change the Service, or its availability to you, at any time. This Agreement is personal to you, which means that you may not assign your rights or obligations under this Agreement to anyone. No third party is a beneficiary of this Agreement. You agree that this Agreement, as well as any and all claims arising from this Agreement will be governed by and construed in accordance with the laws of the State of New York, United States of America applicable to contracts made entirely within New York and wholly performed in New York, without regard to any conflict or choice of law principles. The sole jurisdiction and venue for any litigation arising out of this Agreement will be an appropriate federal or state court located in New York.