

WEBSITE TERMS AND CONDITIONS OF USE

Please read the following carefully. This is a legally binding agreement between you as an End User (as defined below) (“End User” or “you”) and Homemaker Service of the Metropolitan Area, Inc. (“Homemaker” or “we”). This Terms and Conditions of Use together with all amendments, addenda, and licenses, and collectively with all of our rules and policies, including the [Homemaker General Privacy Policy](#) and the [Homemaker HIPAA Privacy Policy](#), constitute the “Agreement” between you and Homemaker. By accessing or using the Homemaker website (“Website”) or any services provided by Homemaker (“Services”), you signify that you have read the Agreement and that you understand and agree to be bound by the Agreement.

The purpose of this Website is to acquaint the online community with Homemaker and its service, staff, facilities, and affiliates. The information, materials, services products, messages and other content contained on this Website are provided for education and general information purposes only and for the other purposes described herein. **The content is not intended to be a substitute for obtaining medical advice, treatment from a physician/other healthcare practitioner and/or social service professional. You should not take any health care action based upon the content of this Website or the Services without first obtaining appropriate guidance from a physician, health care practitioner and/or social service practitioner. Giving, receiving, or using the content on this Website or using the Services does not constitute or create a caregiver-patient relationship.**

If you visit or use our Website or use our Services, you indicate your acceptance of These Terms and Conditions of use. If you have not read the Agreement, do not understand or agree to be bound by the Agreement, or are not able to consent to be bound by the Agreement (e.g., if you are not old enough to enter into a binding legal contract), do not use our Website or Services.

1. Scope and Acceptance

Anyone who accesses or uses our Website or Services is an “End User.” The Agreement sets forth your rights and obligations as an End User with respect to your access to and use of our Website and Services and use of any and all information or data of any kind arising from access to, or use of, our Website and Services, including, without limitation, any text, graphics, sound recordings, audio, video, and art work. *The content on the Website is not intended to be a substitute for obtaining medical advice, treatment from a physician/other healthcare practitioner and/or social service professional. You should not take any health care action based upon the content of this Website without first obtaining appropriate guidance from a physician, health care practitioner and/or social service practitioner. Giving, receiving, or using the content on this Web site does not constitute or create a caregiver-patient relationship.*

By visiting and using our Website or Services, you agree with all terms and conditions of this Agreement. We reserve the right, in our sole discretion, to change this Agreement (including the Privacy Policy) from time to time, without prior notice (as further described in Section 14.1 below). You should review this Agreement each time you access our Website or Services. Your

access to our Website or Services is deemed to be your acceptance of this Agreement, and any changes thereto.

If you are accessing or using our Website or Services on behalf of any business, organization, or other entity of any kind, you represent and warrant that you are authorized (a) to accept these terms on its behalf and (b) to bind such business, organization, or entity to the Agreement.

2. Privacy Policy

Please see our [General Privacy Policy](#) and our [HIPAA Privacy Policy](#) for a detailed description of how we collect, use, and disclose information about our End Users.

3. Description of Website and Services

Homemaker provides case management support for eligible persons (the “Consumers”) in need of in-home personal care and skilled nursing services. Our case management support services include in-home attendant care services provided by attendants (the “Attendants”). The Website is a communications platform to support the Services and to enable connections between End Users that may include Consumers, Attendants and others. Homemaker facilitates, but is not a direct party to, the interactions between its End Users. End Users of the Website and Services contract directly with each other for services. Homemaker is not a party to such contracts.

The specific features and functionality of our Website and Services are dynamic and may change from time to time.

4. Operation

We reserve complete and sole discretion with respect to the operation of our Website and Services. We reserve the right to change terms and warranties without notice. We also reserve the right to withdraw, suspend, or discontinue any functionality or feature of our Website or Services at any time.

5. Inaccuracies on the Website or in the Services

We disclaim—and you release us from any claims regarding—errors, inaccuracies, and omissions on the Website and through Services, specifically regarding (though not in any way limited to) information provided to us by End Users. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. Homemaker makes no guarantees whatsoever as to the completeness, timeliness, correctness, or accuracy of the materials or data on our Website or provided through our Services. Homemaker shall have no liability for any errors or omissions in the information provided on our Website or through our Services. If you believe any portion of our Website or Services includes an error or inaccuracy, please notify us.

6. Permitted Use

Certain Homemaker materials on our Website and provided through our Services are protected by intellectual property laws, including but not limited to U.S. copyright laws. You expressly

acknowledge and agree that the content accessible within our Website and through our Services that is not expressly designated as being provided by another End User is the property of Homemaker and its content providers, and Homemaker and its content providers retain all right, title, and interest in the content.

Subject to the terms of this Agreement, you are granted a limited, personal, non-exclusive, non-sublicensable, non-assignable, non-transferable, and revocable license to access and use our Website, the Services, and related materials solely for your own use. Except as expressly provided, all rights are reserved. Among other things, except to the extent required for the limited purpose of reviewing material on our Website and through our Services, electronic reproduction, adaptation, distribution, performance, or display of our Website or Services, or any portion of our Website or Services, is prohibited. Changes to author attribution or copyright notices are prohibited. Use of any of our trademarks as meta-tags on any other website is also strictly prohibited. You may not display our Website or Services, or portions thereof, in things (e.g., framing, scraping, etc.) without our express written permission. You agree to cooperate with us to cause all unauthorized co-branding, framing, scraping, or linking to immediately cease. For further information on intellectual property matters contact: 215-592-0002. You further agree not to circumvent, disable, or otherwise interfere with security related features of the Services offered by Homemaker to End Users or any other features that prevent or restrict the use or copying of any related materials.

In connection with the use of our Website and Services, you may not:

- (a) alter or modify our Website or Services, or related materials, other than as reasonably necessary solely to use our Website and Services for their intended purpose;
- (b) sell, rent, lease, transfer, distribute, broadcast, display, provide or otherwise assign to any third party any rights to our Website or Services, or related materials;
- (c) remove any proprietary notice or labels on our Website or Services, or related materials;
- (d) use our Website or Services for any non-authorized commercial purpose or any illegal purpose, including without limitation to victimize, harass, degrade, or intimidate an individual or group of individuals for any reason;
- (e) copy, modify, erase, or damage any information contained on computer servers used or controlled by Homemaker or any third party;
- (f) use our Website or Services to violate any legal right of any third party, including any publicity or privacy right, copyright, or other intellectual property right, or to take any action that is harassing, libelous, defamatory, abusive, tortious, threatening, harmful, or otherwise objectionable, or use any data mining, robots, or similar data gathering and/or extraction tools in connection with our Website or Services;
- (g) access or use any password-protected, secure, or non-public areas of our Website, except as specifically authorized in writing by Homemaker;

- (h) impersonate or misrepresent your affiliation with any person or entity;
- (i) use any automated means to access or use our Website or Services, including scripts, bots, scrapers, data miners, or similar software;
- (j) attempt to or actually disrupt, impair, interfere with, alter, or modify our Website or Services, or any information, data, or materials posted and/or displayed by Homemaker;
- (k) access data on our Website not intended for you;
- (l) attempt to probe, scan, or test the vulnerability of our Website or breach any implemented security or authentication measures, regardless of your motives or intent;
- (m) attempt to interfere with or disrupt access to or use of our Website or Services by any user, processor, host, or network, including, without limitation, by submitting a virus, worm, Trojan horse, or other malicious code; or
- (n) use this website to engage in any fraudulent behavior or practices, including but not limited to fraudulent billing and misrepresentation; or
- (o) use this Website in any manner to violate the law or this policy.

Homemaker reserves the right to cancel an account, refuse End User registration or deny access to our Website or Services in our discretion and for any reason, including any breach of the Agreement.

7. Third Parties and Third Party Properties

Our Website and materials provided through our Services may refer you to a third party (including, for example, another End User) (“Third Party”). Homemaker does not have control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of any ratings provided by Third Parties, nor of the integrity, responsibility or any of the actions or omissions whatsoever of any Third Parties. Homemaker makes no representations about the Third Parties identified through the Website or Service whether in public, private, or offline interactions except as expressly provided. Although Homemaker may perform background checks on Third Parties, Homemaker cannot confirm that each Third Party is who s/he claims to be. When interacting with Third Parties, you should exercise caution and common sense to protect your personal safety and property, just as you would when interacting with other persons whom you do not know. NEITHER HOME MAKER NOR ITS AFFILIATES OR LICENSORS IS RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY THIRD PARTY, INCLUDING END USERS OF THE SERVICE.

Our Website and materials provided through our Services may refer you to and physical venues, geographical sites, websites on the Internet, and/or products or services that are owned, under the control of, or maintained by a third party (including, for example, another End User) (“Third Party Properties”). Unless expressly stated to the contrary, such references do not constitute an

affiliation with or endorsement by Homemaker of any such Third Party Properties. You acknowledge that Homemaker is providing any references to such Third Party Properties to you solely as a convenience to you, and you agree that Homemaker is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing, visiting, or using such Third Party Properties. Homemaker does not endorse or make any representations about any Third Party Properties. If you access, visit, or use any Third Party Properties referred to on our Website or through our Services, you do so at your own risk.

Our Website and materials provided through our Services may contain materials submitted by Third Parties. Any such materials are provided solely as a convenience to you. Unless expressly stated to the contrary, Homemaker has not tested or evaluated these materials and does not endorse or make any representations about these materials or your use thereof. If you use any of the Third Party materials, you do so at your own risk. In no event shall Homemaker be liable for any loss, claim, damages, or costs that may arise in connection with your use of these materials.

8. Availability of the Website and Services

It is not possible to operate our Website or Services with 100% guaranteed uptime. Homemaker will make reasonable efforts to keep our Website and Services operational. However, certain technical difficulties, routine site maintenance and upgrades, and other events may, from time to time, result in interruptions to or outages of our Website or Services. In addition, Homemaker reserves the right at any time, and from time to time, to modify or discontinue (on a temporary or permanent basis) certain functions of our Website or Services, with or without notice.

You agree that Homemaker shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to our Website or Services.

9. Disclaimer of Warranties

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF OUR WEBSITE AND SERVICES ARE AT YOUR SOLE RISK. OUR WEBSITE AND SERVICES ARE PROVIDED ON AN "AS IS" AND AN "AS AVAILABLE" BASIS. HOMEMAKER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING (A) OUR WEBSITE AND SERVICES; AND (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH OUR WEBSITE AND SERVICES, OR ANY PORTION THEREOF, INCLUDING (WITHOUT LIMITATION) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND ANY WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. HOMEMAKER MAKES NO REPRESENTATION OR WARRANTY THAT ANY MATERIAL, CONTENT, PRODUCTS, OR SERVICES DISPLAYED ON OR OFFERED THROUGH OUR WEBSITE OR SERVICES ARE ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. HOMEMAKER ALSO MAKES NO REPRESENTATIONS OR WARRANTIES THAT OUR WEBSITE OR SERVICES WILL MEET YOUR REQUIREMENTS, OR THAT YOUR ACCESS TO AND USE OF OUR

WEBSITE OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, FREE OF VIRUSES, MALICIOUS CODE, OR OTHER HARMFUL COMPONENTS, OR OTHERWISE WILL BE SECURE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

10. Release and Limitation of Liability

IN THE EVENT THAT YOU HAVE A DISPUTE WITH ONE OR MORE END USERS, YOU RELEASE HOMEMAKER (AND OUR OFFICERS, DIRECTORS, AGENTS, INVESTORS, SUBSIDIARIES, AND EMPLOYEES) FROM ANY AND ALL CLAIMS, DEMANDS, OR DAMAGES (ACTUAL OR CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL HOMEMAKER OR ANY OF ITS AFFILIATES OR SUPPLIERS (INCLUDING ANY OF ITS OR THEIR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) BE LIABLE TO YOU (INCLUDING ANY OF YOUR PARTNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, OR ASSIGNEES) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, EQUITY, NEGLIGENCE, INTENDED CONDUCT, TORT, OR OTHERWISE (INCLUDING BREACH OF WARRANTY, NEGLIGENCE, AND STRICT LIABILITY IN TORT), INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, INTERRUPTION IN USE OR AVAILABILITY OF DATA, LOSS OF USE OF MONEY OR USE OF PRODUCTS, LOST PROFITS, REVENUE OR SAVINGS (ACTUAL OR ANTICIPATED), OR OTHER ECONOMIC LOSS ENSUING FROM OR IN CONNECTION WITH (A) THE WEBSITE OR SERVICES; OR (B) ANY PRODUCTS AND SERVICES OFFERED THROUGH THE WEBSITE OR SERVICES, OR ANY PORTION THEREOF, EVEN IF HOMEMAKER OR ANY OF ITS AFFILIATES OR SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

DESPITE THE FOREGOING LIMITATION OF LIABILITY FOR DAMAGES, IF A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION DECIDES TO AWARD MONETARY DAMAGES TO YOU FOR ANY CLAIM OR CAUSE OF ACTION ARISING FROM THE SAME, THE AMOUNT OF MONETARY DAMAGES FOR SUCH CLAIM OR CAUSE OF ACTION SHALL BE NO GREATER THAN THE GREATER OF: (A) THE AMOUNT YOU PAID TO HOMEMAKER FOR PRODUCTS AND SERVICES IN THE LAST MONTH AND (B) ONE HUNDRED U.S. DOLLARS (\$100).

11. Indemnity

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS HOMEMAKER, ITS PARENTS, SUBSIDIARIES, AND AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, EMPLOYEES, AGENTS, CONTRACTORS, SUCCESSORS, AND ASSIGNS FROM AND AGAINST ALL CLAIMS, DEMANDS, LAWSUITS, DAMAGES, LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE FEES AND DISBURSEMENTS OF COUNSEL AND COURT COSTS), JUDGMENTS, SETTLEMENTS, AND PENALTIES OF EVERY KIND ARISING FROM OR RELATING TO ANY VIOLATION OF THIS AGREEMENT AND ANY ACTIVITY RELATED TO YOUR USE OF THE WEBSITE OR SERVICES.

12. Termination

You agree that Homemaker may, in its sole discretion and without prior notice, terminate your access to or use of any of our Website or Services at any time and for any reason, with or without cause. You also agree that any violation by you of the Agreement will constitute an unlawful and unfair business practice that will cause irreparable harm to Homemaker for which monetary damages would be inadequate. You consent to Homemaker's obtaining any injunctive or equitable relief that Homemaker deems necessary or appropriate in such circumstances, without the need for a bond. These remedies are in addition to any other remedies Homemaker may have at law or in equity.

13. Notice and Takedown Procedure

Homemaker is committed to resolving any copyright infringement issues according to the Digital Millennium Copyright Act as outlined in this Notice and Takedown Procedure.

13.1 Copyright Infringement Notification. To file a copyright infringement notification with us, you will need to send a written communication that includes substantially the following (please consult your legal counsel or see Section 512(c)(3) of title 17 of the United States Code ("Copyright Act") to confirm these requirements):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material. Providing URLs to the work(s) and track titles of the work(s) as displayed at those URLs in the body of an email is the best way to help us locate content quickly;

- Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Such written notice should be sent to our designated agent by written communication to:

HOMEMAKER DMCA Complaints
ATTN: Copyright Infringement Notification
444 North 3rd St., Suite 202, Philadelphia, PA 19123

After we receive your copyright infringement notification, we will expeditiously take down the work(s).

If applicable, we will attempt to notify the alleged infringer of the copyright infringement notification and point them to the procedure for counter-notification. We will not share your personal information with the alleged infringer. If we receive a relevant counter-notification from the alleged infringer, we will forward it to you. You will have ten (10) days to notify us that you have filed an action seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on Homemaker's Website or Services. If we receive such a notification, we will not restore the material. If we do not receive such notification, we may reinstate the material.

Please also note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability. Information provided in this legal notice may be forwarded to the person who provided the allegedly infringing content.

13.2 Counter-Notification. The process for counter-notifications is governed by Section 512(g) of the Copyright Act: <http://www.copyright.gov/legislation/dmca.pdf>

To file a counter notification with us, you must provide a written communication that sets forth the items specified below. Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers. Accordingly, if you are not sure whether certain material infringes the copyrights of others, we suggest that you first contact an attorney. Counter notifications should be sent to the email or postal address identified above.

After we receive your counter-notification, we will forward it to the party who submitted the original claim of copyright infringement. Please note that when we forward the counter-notification, it includes your personal information. By submitting a counter-notification, you consent to having your information revealed in this way. We will not forward the counter-notification to any party other than the original claimant.

After we send out the counter-notification, the claimant must then notify us within 10 days that he or she has filed an action seeking a court order to restrain you from engaging in infringing activity relating to the material on Homemaker's Website or Services. If we receive such notification we will be unable to restore the material. If we do not receive such notification, we may reinstate the material.

Please note that under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability. Please also be advised that we enforce a policy that provides for the termination in appropriate circumstances of subscribers who are repeat infringers.

DISCLAIMER: WE ARE NOT YOUR ATTORNEYS, AND THE INFORMATION WE PRESENT HERE IS NOT LEGAL ADVICE. WE PRESENT THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY.

14. General

14.1 Modifications

At any time and in Homemaker's sole discretion, we may add, delete, or modify the Agreement or our Website or Services. Should you deem any such addition, deletion, or modification to the Agreement unacceptable, you shall stop accessing and using our Website or Services. All changes to the Agreement shall be effective immediately.

14.2 Access and Use Where Prohibited

Access to and use of our Website and Services are unauthorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation this Section.

14.3 Local Laws and Export Control

By accessing and using our Website or Services, you acknowledge and agree that Homemaker controls and operates all parts of the Website and Services from its offices in the United States of America. Unless expressly stated to the contrary, the Website and Services are intended for viewing and use in the United States. Unless expressly stated to the contrary, Homemaker makes no representation that the materials are appropriate or will be available for use in other locations outside of the United States. Unless otherwise explicitly stated, all marketing or promotional materials found on or accessible through our Website or Services are solely directed to individuals, companies, or other entities located in the United States. Homemaker reserves the right to limit, in its sole discretion, the provision and quantity of any feature, product, or service to any person or geographic area. Any offer for any feature, product, or service made on or

through our Website or Services is void where prohibited. If you use our Website or Services from outside the United States of America, you are entirely responsible for compliance with applicable local laws and other applicable laws. You may not use any portion of our Website or Services in violation of United States export laws and regulations.

14.4 Applicable Law and Venue

Any action related to the Agreement will be governed by the laws of the Commonwealth of Pennsylvania [CONFIRM], without regard to the choice or conflicts of law provisions of any jurisdiction. You and Homemaker agree and consent that jurisdiction, proper venue, and the most convenient forums for all claims, actions, and proceedings of any kind relating to our Website, our Services, or the Agreement will be exclusively in the federal or local courts located in [CONFIRM].

14.5 Dispute Resolution

Homemaker intends to resolve any and all disputes that may arise between it and its End Users in a cost-effective and non-disruptive manner, preferably without the time and expense of litigation. Toward this end, you agree to the following dispute resolution procedure. If you are unable to resolve any dispute in the ordinary course of business, you shall send a written notice to Homemaker in which you outline the issues in dispute, enclose any relevant documents, and state the requested relief. Homemaker shall respond within ten (10) business days with identical information from its perspective. You and a representative of Homemaker shall meet or communicate electronically within ten (10) business days of the delivery of the response, and as often as you and Homemaker mutually deem necessary or desirable thereafter, in an attempt to resolve the matter. If, within sixty (60) days of the first communication, you and Homemaker fail to resolve the matter, you may then proceed to litigation in the forum described in Section 14.4 above.

14.6 End User Submissions and End User's Grant of Limited Licensed

In operating our Website and providing our Services, Homemaker does not solicit nor does it wish to receive any confidential, secret or proprietary information or other material from you through the Website, the Services, our mail and e-mail addresses, or in any other way. Any information or material submitted or sent to Homemaker will be deemed **not** to be confidential or secret. By submitting or sending information or other material to Homemaker you represent and warrant that the information is accurate, truthful and original to you and that no other party has any rights to the material.

By communicating with Homemaker, including submitting or sending content to us, you grant Homemaker the royalty-free, unrestricted, world-wide, perpetual, irrevocable, non-exclusive, and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content (in whole or part), including any information, suggestions, ideas, drawings or concepts contained in such content, worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed. Such license includes incorporating the content, in whole or in part, into a Homemaker feature. You will remain responsible for the accuracy, copyright compliance,

legality, decency, or any other aspect of such submitted material, including any content or part thereof, or other communication to Homemaker. You also warrant that any "moral rights" in such content is waived.

14.7 Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of acts of God or of the public enemy, acts of the Government in its sovereign capacity, fires, floods, epidemic, strikes, picketing or boycotts, or any other circumstances caused by natural occurrences or third party actions beyond the reasonable control and without the fault or negligence of the party whose performance is affected, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased), provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such causes of nonperformance and both parties shall proceed whenever such causes are removed or cease.

14.8 Miscellaneous

If any part of the Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

No failure or delay in enforcing any provision, exercising any option, or requiring performance, shall be construed to be a waiver of that or any other right in connection with the Agreement.

No action arising out of this Agreement or your access to or use of our Website or Services, regardless of form or the basis of the claim, may be brought by you more than one (1) year after the cause of action has arisen (or if multiple causes, from the date the first such cause arose) and you hereby waive any longer statute of limitations that may be permitted by law.

If Homemaker does take any legal action against you as a result of your violation of the Agreement, Homemaker will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Homemaker. You agree that Homemaker will not be liable to you or to any third party for termination of your access to, or use of, any of our Website or Services as a result of any violation of the Agreement or for any reason at all.

You may not assign, by operation of law or otherwise, any rights or delegate any duties under the Agreement to any third party without prior written consent by Homemaker. Any purported assignment lacking such consent will be void at its inception. Homemaker may assign all or part of its rights and/or delegate all or part of its duties under the Agreement to any party, at any time, and in its sole discretion, upon notice of assignment by posting such notice on our Website or through our Services.

