

Terms of service

These Terms of Service (the “Terms”) govern the relationship between you and HomWork, Corporation (hereinafter, “HomWork,” “us,” or “we”) regarding your access to and use of this website (the “Website”) and products and services we provide through or in connection with the Website, including any products or services that facilitate your use of such services (collectively the “Service”). The Service is owned and operated by HomWork.

IMPORTANT – PLEASE READ CAREFULLY – THESE TERMS CREATE A LEGALLY BINDING AGREEMENT. BY CREATING AN ACCOUNT (AS DEFINED BELOW) OR BY ACCESSING OR USING THE SERVICE OR ANY CONTENT OFFERED THROUGH THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND, WITHOUT LIMITATION OR QUALIFICATION, BY THESE TERMS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS, YOU ARE PROHIBITED FROM USING THE SERVICE

Use of the Service is also governed by the following policies, which are incorporated herein by reference:

- Our Privacy Policy (the “Privacy Policy”), available at <http://www.HomWork.com/privacy-policy>;
- Our home Information Policy, available at <http://www.HomWork.com/privacy-policy>;

HomWork may publish additional policies related to specific services such as concierge, excursions, partners, membership, events, or loyalty programs. Your use, if any, of such services is subject to such specific policies and these Terms.

If you are using the Service on behalf of another person or entity (the “Principal User”), then you personally represent and warrant to us that the Principal User has authorized you to act on the Principal User’s behalf and to bind the Principal User by these Terms; you hereby agree to these Terms in the name of and on behalf of the Principal User. Except in the prior sentence, as used in

these Terms (and the Privacy Policy and any other policies), “you” refers to the Principal User on behalf of whom the service is used.

1. Right, License and Restrictions.

- Limited License. Subject to your agreement to, and continuing compliance with, these Terms and any other relevant HomWork policies, HomWork grants you a non-exclusive, non-transferable, revocable limited right and license to access and use the Service through a web browser. As used in these Terms, “Other User” means another licensee or user of the Service; “All Users” means you and all Other Users.
- Minimum Age Requirement. An individual must be at least 21 years of age to use the Service.
- Accounts and Access. You must register for an account (an “Account”), to use certain features of the Service. You may only register for one Account. “Account Holder” means the person or entity in whose name an Account is registered. A “Third Party Account” means an Account not registered by you.
- Use of the Service: The following restrictions apply to the use of the Service:
- You accept full responsibility for any use of the Service through your Account whether authorized by you or not. Additionally, you are responsible for any use of your credit card or other payment instrument (e.g. PayPal) incurred by parties using your Account;
- You shall not create an Account using a false identity or false information, or on behalf of someone other than yourself;
- Without first obtaining the written permission of HomWork, you shall not register for an Account or in any way use the Service if HomWork has removed, suspended, or otherwise terminated any Account registered for by you, or on behalf of you or if HomWork has notified you that you may not use the Service;
- Except for using features of the Service in the manner they are intended to be used, you shall not use your Account to advertise, solicit or transmit any commercial advertisements, including chain letters, junk email or repetitive messages to anyone;
- You shall not use the Service to engage in any illegal conduct;

- You shall not rent, lease, sell, trade, gift, bequeath or otherwise transfer your Account to anyone without HomWork's written permission;
- You shall not reproduce, distribute or publicly display any content you access through the Service unless such content is clearly marked as "public" and you have been given the right to view such content; and
- You shall not do anything with any content you access through the Service that has been marked with restrictions or other instructions that is counter to such restrictions or other instructions.
- Account Information and Management.
- Information Provided When Setting Up Account. When creating or updating an Account on the Service, you are required to provide HomWork with certain personal information about yourself, or about the individual acting on your behalf if you are a User who is not an individual, which may include (but is not limited to) personal information such as name, birth date and email address, and, in some cases, payment information (collectively, as updated from time to time, "Account Information"). Account Information will be held and used in accordance with the Privacy Policy. You agree that you will supply accurate and complete Account Information to HomWork, and that you will update such information when and as it changes.
- Login Information. You must select a username and password ("Login Information") when you create your Account. You are solely responsible for maintaining the confidentiality of the Login Information; at a minimum:
 - You shall not share the Account or the Login Information, nor let anyone else access your Account or do anything else that might jeopardize the security of your Account;
 - In the event you become aware of, or reasonably suspect, any breach of security, including without limitation any loss, theft or unauthorized disclosure of the Login Information, you must immediately change the password on your Account and notify HomWork;
 - You are and will remain responsible for all activity through your Account and use of the Login Information, including any transactions entered into, whether or not authorized by you.

- Account Usernames/Passwords. Creating or updating an Account with a particular username will not establish any rights to use (or right to prevent another User from using) such username or passwords in connection with the Service. HomWork reserves the right to remove or reclaim any username or passwords at any time and for any reason or no reason, including but not limited to claims by a third party that a username violates the third party's rights.
- Service Use Limitations and Prohibitions.
- General Effects of Violations. Any use of the Service in violation of these Terms is strictly prohibited, can result in the immediate revocation of your limited license granted by Section 1, and may subject you to liability for violations of law. HomWork may limit or restrict use of the Service by anyone whom HomWork reasonably believes has or will violate any applicable law in connection with using the Service.
- Activity Prohibitions. You agree that you will not, under any circumstances:
 - Engage in any act that HomWork deems to be in conflict with the spirit or intent of the Service, including but not limited to circumventing or manipulating these Terms;
 - Use the Service in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;
 - Modify or cause to be modified any files or content that are used to offer the Service, without the express prior written consent of HomWork;
 - Disrupt, overburden, or aid or assist in the disruption or overburdening of (1) any computer, server, or network equipment used to offer or support the Service (each a "Server") or (2) the use or enjoyment of the Service by any other person;
 - Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of service attacks upon the Service, or other attempts to disrupt the Service or any other person's use or enjoyment of the Service;
 - Gain, or attempt to gain, unauthorized access to the Service, Accounts, Servers or networks connected to the Service by any means (including, but not limited

to, circumventing or modifying, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of the Service);

- Post any information that is abusive, threatening, obscene, defamatory, libelous or racially, sexually, religiously or otherwise objectionable or offensive;
- Post any information that contains nudity, excessive violence or offensive subject matter or that contains a link to such content;
- Harass, abuse, harm, or advocate or incite harassment, abuse or harm of another person or group of persons, including HomWork employees or customer service representatives;
- Post, distribute or make available through the Service any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity or other right of any person or entity or impersonates any other person;
- Transmit unauthorized communications through the Service, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;
- Interfere or attempt to interfere with the proper functioning of the Service or connect to or use the Service in any way not expressly permitted by these Terms;
- Intercept, examine or otherwise observe any proprietary communications protocol used by a client, a Server or the Service, whether through the use of a network analyzer, packet sniffer or other device;
- Make any automated use of the Service or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure, as we determine in our sole discretion;
- Bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology or device to send content or messages, scrape, spider or crawl the Service, or harvest or manipulate data from, through, or relating to the Service;
- Use, facilitate, create or maintain any unauthorized connection to the Service, including without limitation (1) any connection to any unauthorized server that

emulates, or attempts to emulate, any part of the Service or (2) any connection using programs, tools or software not expressly approved in writing by HomWork;

- Copy, modify or distribute rights or content from any HomWork site, including but not limited to content that contains or is protected by HomWork's copyrights or trademarks or use any method to copy or distribute the content of the Service, except as specifically allowed in these Terms;
- Solicit or attempt to solicit personal information from Other Users, other than directly in connection with considering in whether to enter into a transaction as contemplated in Section 1;
- Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image, video, or other form), identification documents or financial information through the Service; or
- Upload or transmit (or attempt to upload or to transmit), without HomWork's express written permission, any material that acts as a passive or active information collection or transmission mechanism, including, without limitation clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies or other similar devices (sometimes referred to as "spyware," "passive collection mechanisms" or "pcms").

1.7. Suspension and Termination of Account and Service:

(a) FAILURE TO COMPLY. WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY, WITH OR WITHOUT NOTICE TO YOU, LIMIT, SUSPEND, TERMINATE, MODIFY OR DELETE YOUR ACCOUNT OR YOUR ACCESS TO THE SERVICE OR PORTIONS THEREOF IF, IN OUR SOLE DISCRETION, YOU FAIL TO COMPLY WITH ANY OF THESE TERMS OR YOUR ACCOUNT IS USED FOR ACTUAL OR SUSPECTED ILLEGAL ACTIVITY OR IMPROPER USE OF THE SERVICE. HOMWORK SHALL BE UNDER NO OBLIGATION TO COMPENSATE YOU FOR ANY LOSSES OR ADVERSE RESULTS THAT ARE DUE TO THE SUSPENSION, TERMINATION, MODIFICATION, OR DELETION OF YOUR OR ANY ACCOUNT.

(b) IP INFRINGEMENT.

(i) WITHOUT LIMITING ANY OTHER REMEDIES, WE MAY LIMIT, SUSPEND OR TERMINATE THE SERVICE AND ACCOUNTS OR PORTIONS THEREOF, PROHIBIT ACCESS TO OUR SITES AND THEIR CONTENT, SERVICES AND TOOLS, DELAY OR REMOVE ANY

CONTENT AND TAKE TECHNICAL AND LEGAL STEPS TO PREVENT USERS FROM ACCESSING THE SERVICE IF WE BELIEVE THAT YOU ARE CREATING RISK OR POSSIBLE LEGAL LIABILITIES, INFRINGING THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES OR ACTING INCONSISTENTLY WITH THE LETTER OR SPIRIT OF OUR TERMS OR POLICIES.

(ii) REPEAT INFRINGERS. IN APPROPRIATE CIRCUMSTANCES IT IS OUR POLICY TO SUSPEND OR TERMINATE ACCOUNTS OF USERS WHO ARE REPEAT INFRINGERS OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

- Right to Cease Service. HomWork reserves the right to stop offering and/or supporting the Service or part of the Service at any time, at which point the license granted hereunder to you to use the Service or a part thereof will automatically terminate. HomWork shall not be required to provide refunds, benefits or other compensation to users in connection with such cessation of the Service or any part thereof.
- Termination of Account. Termination of your Account can include disabling your access to the Facilities, Service or any part thereof, including disabling access to any content that you or Other Users submitted. You agree that if your Account is terminated, HomWork will not be obligated to preserve, provide you access to, or provide copies of any content submitted to the Service relating to your Account, whether by you or an Other User.
- Cancellation of Account. You may cancel your Account at any time by notifying the CHO or other management at HomWork in writing or by using the cancellation feature of the Service.
- Intellectual Property Ownership in the Service. The Service, and all of its components and contents, (including without limitation any computer code, template content, pre-populated content, concepts, artwork, animations, sounds, musical compositions, audio-visual effects and text contained within) is owned by HomWork or its licensors, and all of which material is protected by United States and international patent, copyright, trademark, trade secret, and other intellectual property laws.

2. Room Matching and Posted Content Screening.

- Matching Members and Hosts.
 - (a) Hosts and Rooms.
 - (i) Posting a Room. You are a "Host" with regard to each Room that you post on the

Service. A “Room” means a living quarters that is, may be, or has been, made available for lease through the Service. “Room Information” is information posted by a Host about a Room and must contain all information that a User who may consider leasing such Room through the Service would reasonably want to consider when determining whether to lease such Room. All Room Information must comply with our then-current policies regarding Room Information available at www.HomWork.com/privacy-policy. You represent and warrant that the offering of each Room that you post as available on the Service and any lease of a Room consistent with its Room Information is lawful, the Room is listed as available in good faith, and the Room Information for such Room is complete and accurate.

(ii) Hosts Responsible for Compliance with Law. Hosts are responsible for offering and renting Rooms in compliance with all applicable laws and their own leases, if applicable (for example, Hosts may require their landlord’s consent to sublet a Room). Hosts are responsible for the calculation, collection, and remittance of any applicable taxes arising out of any Room Lease.

(iii) HOST CONSENT TO CREDIT AND BACKGROUND CHECKS. FOR THE SECURITY OF ALL PARTICIPANTS, ANY USER THAT WISHES TO BE A HOST MUST UNDERGO A CREDIT CHECK AND BACKGROUND CHECK. BY APPLYING TO BE A HOST THROUGH THE SERVICE, YOU GIVE YOUR CONSENT TO THE SERVICE OBTAINING A CREDIT CHECK AND BACKGROUND CHECK ON YOU. YOU FURTHER CONSENT TO THE SERVICE USING THE RESULTS OF SUCH CREDIT CHECK AND BACKGROUND CHECK IN CONNECTION WITH DETERMINING WHETHER TO ALLOW YOU TO USE THE SERVICE AS A HOST.

(iv) SERVICE RESERVATION OF RIGHTS. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO ALLOW OR REFUSE TO ALLOW ANY PERSON OR ENTITY TO USE THE SERVICE IN ANY CAPACITY, INCLUDING AS A HOST OR MEMBER, FOR ANY REASON OR NO REASON.

(b) Members and Room Inquiries. You are a “Member” in connection with any Room Inquiry you make to the Service and any Room for which you obtain, or consider obtaining, a lease. A “Room Inquiry” means a request made by a User (the “Member”) to the Service asking the Service to provide such Member’s information to Hosts that have an available Room meeting the match criteria of the Host and Member.

(i) Submitting a Room Inquiry. To request that the Service find matching available Rooms for a Member, a Member may submit a Room Inquiry to the Service. The Service will run a credit and background check on the Member at this time. Based on the social match criteria of the Member and Hosts, the Service will forward the Room Inquiry together with your background and

credit checks to various Hosts with available Rooms.

(ii) MEMBER CONSENT TO CREDIT AND BACKGROUND CHECKS. BY SUBMITTING A ROOM INQUIRY TO THE SERVICE, YOU GIVE YOUR CONSENT TO THE SERVICE OBTAINING A CREDIT CHECK AND BACKGROUND CHECK ON YOU. YOU FURTHER CONSENT TO THE SERVICE DISTRIBUTING YOUR ROOM INQUIRY TOGETHER WITH YOUR CREDIT AND BACKGROUND CHECK RESULTS TO HOSTS FOR THE PURPOSE OF CONSIDERING WHETHER TO RENT A ROOM TO YOU.

(iii) No Guarantee of Room Offer. The Service makes no guarantee that there will be any available Rooms, that the Service will be able to match a Member with any available Rooms, or that any Host will offer a Room to a Member for lease.

(c) Host Obligations in Response to Room Inquiry.

(i) Evaluating Room Inquiries. Each Host must, in good faith, consider and respond to each Room Inquiry such Host receives for an available Room. The Host may contact and interview the respective Member to consider whether to offer to rent the available Room to the Member. A HOST MUST RESPOND THROUGH THE SERVICE TO EACH ROOM INQUIRY RECEIVED BY SUCH HOST WITHIN [SEVEN/TEN] DAYS, regardless of whether the Host chooses to offer to lease the Room or declines the Member's Room Inquiry.

(ii) Confidentiality. HomWork and the Host must treat as confidential the Member's Room Inquiry and credit and background check results and use such confidential information solely for the purpose of considering whether to rent a Room to the Member, and only to the extent allowed by applicable law. CREDIT HISTORY AND BACKGROUND CHECK RESULTS ARE PROTECTED BY APPLICABLE LAW. ANY USE OTHER THAN IN COMPLIANCE WITH APPLICABLE LAW IS STRICTLY PROHIBITED.

(d) Room Offers. A "Room Offer" means an offer by a Host to lease a Room to a specific Member for which the Host received a Room Inquiry from the Service. If a Host decides to offer to lease an available Room to a Member in response to a Room Inquiry, the Host uses the Room Inquiry response features of the Service to respond to the Member with a Room Offer.

(i) Offer Expiration. Unless otherwise stated in a particular Room Offer, each Room Offer will expire at 11:59pm (time at the location of the Room) on the **third** calendar day after the day on which the Room Offer was received by the Service. (For example, a Room Offer received by the Service at any time on Monday would expire at 11:59pm on Thursday.)

(ii) Acceptance of Room Offer.

(A) WE STRONGLY ENCOURAGE ALL USERS TO PERSONALLY INSPECT ANY

PROPERTY BEFORE AGREEING TO LEASE OR OCCUPY SUCH PROPERTY.

(B) Room Offers are personal to a Member and may not be transferred or assigned to another person.

(C) A Member may, but is not required to, accept any Room Offer made in response to such Member's Room Inquiry. If a Member accepts a Room Offer, the Member must remit, by automated funds transfer, any required deposit and initial rent at the time when the Member accepts a Room Offer.

(e) Lease Agreements. All lease agreements regarding Rooms reached through the Service are between the respective Host and Member. We are not responsible for approving or negotiating any contractual formation or the performance of any contractual obligations between a Host and a Member. Whether you are a Host or a Member, you acknowledge that we are not responsible for the execution or performance of any contracts between a Host and a Member.

2.2. Posted Content: "Posted Content" means any Room Information, communications, videos, images, sounds, and all the material, data, and information that you upload, post, publish or transmit through the Service, including without limitation any comments you may make about content uploaded or transmitted by other Account Holders. We may provide you with templates, pre-populated communications, or other content through the Service ("Template Content") that you may distribute, use or modify as part of using our Service to communicate with Other Users in a manner consistent with the intended use of the Service. You acknowledge that your use of any Template Content does not relieve you of any responsibilities or obligations under this Agreement. By transmitting or submitting any Posted Content while using the Service, you affirm, represent and warrant that such transmission or submission (a) is accurate and not confidential; (b) not in violation of any applicable law, contractual restrictions or other third party rights, and that you have permission from any third party whose personal information or intellectual property is comprised in the Posted Content; (c) along with the exercise of the rights by HomWork granted in Section 2.3 will not result in any infringement of the intellectual property rights of any third party or violate or misappropriate any rights of publicity or privacy for any third party; and (d) is free of viruses, adware, spyware, worms or other malicious code. You further represent and warrant that you have all rights necessary to transmit Posted Content to HomWork and to grant the rights in Posted Content granted to HomWork under these Terms.

2.3. Licenses to Posted Content: You hereby grant HomWork a perpetual and irrevocable (other than as provided below), worldwide, fully paid-up and royalty free, non-exclusive, assignable, unlimited license and right to copy, reproduce, fix, adapt, modify, improve, translate,

reformat, create derivative works of, manufacture, introduce into circulation, publish, distribute, sublicense, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, communicate to the public by telecommunication, display, perform, enter into computer memory, and use and practice, in any way now known or in the future discovered, your Posted Content as well as all modified and derivative works thereof. HomWork will only exercise the rights granted in this Section 2.3 to offer or to facilitate the offering of Services. To the extent permitted by applicable laws, you hereby waive any moral rights or any of your rights of publicity or privacy you may have in any Posted Content. HomWork will cease any further public display or distribution of any Posted Content if you use the features of the Service that permit you to indicate that certain Posted Content is to no longer be displayed or distributed to Other Users except HomWork retains the right to display or distribute any Posted Content as necessary for HomWork to fulfill its legal duties or in connection with bringing or defending any legal claims or actions that may arise now or in the future.

- Content Screening.
- Consent to Monitoring. By entering into these Terms, you hereby provide your irrevocable consent to our monitoring and recording of your use of the Service. You acknowledge and agree that you have no expectation of privacy concerning the transmission of any information, including without limitation chat, text or voice communications.
- Options Regarding Submitted Content. HomWork may reject, refuse to post or delete any or all Room Information for any or no reason, including, but not limited to for the reason, in the sole judgment of HomWork, that a Room or the posting of any particular Room Information violates these Terms.
- User Interactions and Disputes Among Users.
- Responsibility For Interactions. You are solely responsible for your interactions with other Account Holders, Hosts, Members and any other parties with whom you interact through the Service. HomWork reserves the right, but has no obligation, to become involved in any way with disputes among Users.

(b) Legal Issues. You acknowledge that HomWork is not a law enforcement agency and will not perform or attempt to perform any functions regarding any unlawful or allegedly unlawful offering of or use of a Room. HomWork cannot and does not make any representations or warranties regarding any Room and related matters regarding the availability, lawfulness or use of such Room. Each Member acknowledges that a Host may seek all legal remedies available to

them, such as seeking to evict a tenant, if any Room is used in an illegal manner, or in a manner not permitted under or exceeding the terms offered by a Host.

(c) User Ratings. In order to promote the exchange of information about Users, our Service will permit Users to rate the performance of other Users they interact with using the Service and each User consents to such ratings being published and calculated through the Service. We may remove or not process any ratings if we believe that such ratings may be fraudulent or invalid.

(d) Release For Disputes. You hereby release us, and our officers, directors, agents, subsidiaries, joint ventures and employees, from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute that arises between you and one or more Other Users (for example, with a Host or a Member). If you are a California resident, you acknowledge that you are aware of, understand, and waive any rights you may have under the provisions of California Civil Code Section 1542, which provides: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

3. Fees and Purchase Terms. You agree to pay any and all fees and applicable taxes incurred by you or anyone using an Account registered to you. Any required fees will be specified as part of the Service or when you register your Account. HomWork reserves the right to charge fees for any parts of the Service that may have previously been offered without a fee. You agree that HomWork in the future may offer premium services as part of the Service that may require fees or additional fees. HomWork may revise the pricing for the goods and services offered through the Service at any time. YOU ACKNOWLEDGE THAT HOMWORK IS NOT REQUIRED TO PROVIDE A REFUND FOR ANY REASON, AND THAT YOU WILL NOT RECEIVE MONEY OR OTHER COMPENSATION FOR UNUSED PRODUCTS AND SERVICES WHEN YOUR ACCOUNT IS CLOSED, WHETHER SUCH CLOSURE WAS VOLUNTARY OR INVOLUNTARY.

4. Third Party Advertising.

- Third Party Advertisements. You understand that the Service may feature advertisements from HomWork or third parties. The Privacy Policy addresses our disclosure of information for third party advertising.
- Links to Third Party Sites and Dealings with Advertisers. HomWork may provide links on the Service to third party websites or vendors who may invite you to participate in a

promotional offer in return for receiving a benefit. Any charges or obligations you incur in your dealings with these third parties are your responsibility. HomWork makes no representation or warranty regarding any content, goods, or services provided by any third party even if linked from our Service, and we will not be liable for any claim relating to any third party content, goods, or services. The linked sites are not under the control of HomWork and may collect data or solicit personal information from you. HomWork is not responsible for their content, business practices or privacy policies, or for the collection, use or disclosure of any information those sites may collect. Further, the inclusion of any link does not imply endorsement by HomWork of these linked sites.

5. Copyright Notices; Complaints. It is HomWork's policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"). For more information, please email us at Desiree@HomWork.com. HomWork reserves the right to terminate without notice any user's access to the Service if that user is determined by HomWork to be a "repeat infringer." In addition, HomWork accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials.

6. Updates to the Service. You understand that the Service undergoes frequent changes. HomWork may require that you accept updates to the Service in order to continue using the Service. You acknowledge and agree that HomWork may update the Service without notifying you. YOU FURTHER ACKNOWLEDGE THAT CERTAIN FEATURES OF THE SERVICE MAY BE ALTERED OR DISCONTINUED AT ANY TIME IF HOMWORK REASONABLY BELIEVES THAT SUCH ALTERATION OR DISCONTINUANCE IS NECESSARY FOR HOMWORK TO BE IN COMPLIANCE WITH APPLICABLE LAW.

7. Disclaimer; Limitations; Waivers on Liability; Indemnification.

- 7.1. Disclaimer of Warranties.

- SERVICE PROVIDED "AS IS". YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER APPLICABLE LAW WITH ANY LEGALLY REQUIRED

WARRANTY PERIOD THE SHORTER OF THIRTY (30) CALENDAR DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED).

- NO WARRANTY OF ERROR-FREE OPERATION. WITHOUT LIMITING THE FOREGOING, NEITHER HOMWORK NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, ATTORNEYS, THIRD-PARTY CONTENT PROVIDERS, DISTRIBUTORS, LICENSEES OR LICENSORS (COLLECTIVELY, "HOMWORK PARTIES") WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE.
- NO WARRANTY REGARDING ACCESS TO ACCOUNTS AND CONTENT. HOMWORK DOES NOT WARRANT THAT ALL CONTENT OR INFORMATION POSTED BY AN ACCOUNT HOLDER WILL REMAIN AVAILABLE AT ALL TIMES OR WILL NEVER BE DELETED, CORRUPTED OR OTHERWISE UNAVAILABLE. HOMWORK DOES NOT WARRANT THAT THE SERVICE, ACCOUNT HOLDER INFORMATION OR ANY INFORMATION POSTED BY AN ACCOUNT HOLDER WILL BE KEPT FROM ANY PARTICULAR INDIVIDUAL WHO EITHER HACKS OR ENGAGES IN UNAUTHORIZED ACCESS TO SUCH CONTENT OR INFORMATION OR IS MISTAKENLY GRANTED ACCESS BY HOMWORK OR THROUGH THE SERVICE.
- NO WARRANTY REGARDING CIRCUMSTANCES OR CONDITION OF ROOMS. YOU ACKNOWLEDGE THAT WE DO NOT GUARANTEE THE CIRCUMSTANCES, CONDITION, SAFETY OR SECURITY OF ANY ROOM OFFERED OR ADVERTISED THROUGH THE SERVICE AND THAT THE LEASE AND OCCUPANCY OF A ROOM OFFERED OR PUBLICIZED THROUGH THE SERVICE IS SOLELY AND EXCLUSIVELY AT THE RISK OF THE PARTY LEASING OR OCCUPYING SUCH PREMISES..
- Limitations; Waivers of Liability.
- DISCLAIMER OF INDIRECT DAMAGES. YOU ACKNOWLEDGE AND AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY ANY APPLICABLE LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICE UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND THAT THE HOMWORK PARTIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR

CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SERVICE.

- NOT RESPONSIBLE FOR THIRD PARTY CONDUCT. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE HOMWORK PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE HOMWORK PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER ACCOUNT HOLDERS OR USERS OF THE SERVICE AND OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF THE SERVICE AND EXTERNAL SITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- MONETARY LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES WILL THE HOMWORK PARTIES BE LIABLE TO YOU FOR MORE THAN THE AMOUNT YOU HAVE PAID HOMWORK IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM.
- FAILURE TO PAY. YOU ACKNOWLEDGE AND AGREE THAT IF YOU HAVE NOT PAID HOMWORK ANY AMOUNTS IN THE ONE HUNDRED EIGHTY (180) CALENDAR DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH HOMWORK IS TO STOP USING THE SERVICE AND TO CANCEL YOUR ACCOUNT.
- DISCLAIMER MAY NOT BE APPLICABLE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THE SECTION MAY NOT APPLY TO YOU.
- Indemnification. You agree to defend, indemnify, save, and hold the HomWork Parties harmless from any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the Service, any violation by you of these Terms or any breach of the representations, warranties and covenants made by you herein. HomWork reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify HomWork and you agree to cooperate with HomWrk's defense of these claims. HomWork will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. You agree that the provisions in this paragraph will survive any termination of your Account or of the Service.

8. Dispute Resolution.

- General. If a dispute arises between you and HomWork, our goal is to provide you with a neutral and cost effective means of resolving the dispute quickly. Accordingly, you and HomWork agree that we will resolve any claim or controversy at law or equity (a "Claim") that arises out of these Terms, the Service, or any products or services provided by us in accordance with one of the subsections below or as we and you otherwise agree in writing. Before resorting to these alternatives, we strongly encourage you to first contact us directly to seek a resolution by going to management. We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation. Other than those matters listed in Section 2, you and HomWork agree to seek resolution of the dispute only through arbitration of that dispute in accordance with the terms of this Section 8, and not litigate any dispute in court. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury.
- Exclusions from Arbitration. YOU AND HOMWORK AGREE THAT ANY CLAIM FILED BY YOU OR BY HOMWORK IN SMALL CLAIMS COURT OR BY HOMWORK RELATED TO PROTECTION OF HOMWORK OR ANY HOMWORK LICENSOR'S INTELLECTUAL PROPERTY ARE NOT SUBJECT TO THE ARBITRATION TERMS CONTAINED IN THIS SECTION 8.
- RIGHT TO OPT OUT OF BINDING ARBITRATION AND CLASS ACTION WAIVER WITHIN 30 DAYS. IF YOU DO NOT WISH TO BE BOUND BY THE BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER IN THIS SECTION 8, YOU MUST NOTIFY HOMWORK IN WRITING WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCEPT THIS AGREEMENT. YOUR WRITTEN NOTIFICATION MUST BE MAILED TO HOMWORK COO, JULIA DILTS, AND MUST INCLUDE: (1) YOUR NAME, (2) YOUR ADDRESS, (3) YOUR USERNAME, AND (4) A CLEAR STATEMENT THAT YOU DO NOT WISH TO RESOLVE DISPUTES WITH HOMWORK THROUGH ARBITRATION.
- Class Action Waiver. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND HOMWORK SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

- Initiation of Arbitration Proceeding; Selection of Arbitrator. If you or HomWork elect to resolve your dispute through arbitration, the party initiating the arbitration proceeding must initiate it with the American Arbitration Association (“AAA”). The terms of this Section 8 govern in the event they conflict with the rules of the arbitration organization selected by the parties.
- 8.6. Arbitration Procedures. You and HomWork agree that the Service, and products and services offered through or in connection with the Service, involve interstate commerce. The Federal Arbitration Act (“FAA”) governs the arbitrability of all disputes and any arbitration conducted pursuant to these Terms. However, applicable federal or state law may also apply to the substance of any disputes. For claims of less than \$75,000, the AAA’s Consumer Arbitration Rules shall apply; for claims over \$75,000, the AAA’s Commercial Arbitration Rules and relevant fee schedules for non-class action proceedings shall apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Further, if your claims do not exceed \$75,000 and you provided notice to, and negotiated in good faith with, HomWork as described above, and if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to recover reasonable attorneys’ fees and costs as determined by the arbitrator, in addition to any rights to recover the same under controlling state or federal law afforded to HomWork or you. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be binding and final, except for any right of appeal provided by the FAA, and may be entered in any court having jurisdiction over the parties for purposes of enforcement.
- Location of Arbitration. You or HomWork may initiate arbitration in either Los Angeles County, California or the county in which you reside. If you initiate arbitration in the county of your residence, HomWork may transfer the arbitration to Los Angeles County, California *provided* that HomWork agrees to pay any additional fees or costs you incur as a result of the change in location, as determined by the arbitrator.
- Severability. If any clause within this Section 8 (other than the Class Action Waiver clause of Section 4) is found to be illegal or unenforceable, that clause will be severed from this Section 8 and the remainder of this Section 8 will be given full force and effect. If the Class Action Waiver (Section 8.4) clause is found to be illegal or unenforceable, this entire Section 8, except for this Section 8.8, will be unenforceable and the dispute will be decided by a court and IN THAT

INSTANCE, YOU AND HOMWORK EACH WAIVE AND AGREE TO WAIVE ANY RIGHT TO TRIAL BY JURY, TO THE EXTENT ALLOWED BY LAW.

- Survival. This Section 8 shall survive any termination of the Terms.
- 9. General Provisions.
 - Updates to the Terms and Privacy Policy.
 - Right to Update. HomWork reserves the right, at our discretion, to change, modify, add or remove portions of these Terms and our Privacy Policy at any time by posting the amended Terms or Privacy Policy through the Service. You may also be given additional notice, such as an email message or messaging within the Service, of any changes. You will be deemed to have accepted such changes by continuing to use the Service. Except as otherwise stated, all amended terms shall automatically be effective thirty (30) calendar days after they are initially posted. HomWork may also revise other policies, codes or rules at any time and the new versions will be available on [HomWork.com] or in the Service. No amendment to the Terms or Privacy Policy shall apply to any dispute of which HomWork had actual notice before the date of the amendment.
 - Seeking Consent. If HomWork revises these Terms or its Privacy Policy and seeks your consent to be bound by such revised Terms or revised Privacy Policy and you do not agree to be bound by such revised Terms or revised Privacy Policy before using the Service again, then notwithstanding anything to the contrary, HomWork reserves the right to terminate your Account and use of the Service.
 - Disagreement With Terms. If at any time you do not agree to any provision of the then-current version of our Terms, the Privacy Policy or any other HomWork policy, rule or code of conduct relating to your use of the Service, your right to use the Service will immediately terminate, and you must immediately stop using the Service.
 - Conflict. To the extent these Terms or the Privacy Policy conflict with any other HomWork terms, policy, rule, or code of conduct, the provisions of these Terms and the Privacy Policy will prevail.
 - Severability. If any provision of these Terms or the Privacy Policy is found invalid, illegal, or unenforceable, in whole or in part, by any court of competent jurisdiction, such provision will, as to such jurisdiction, be ineffective solely to the extent of such determination of invalidity,

illegality, or unenforceability without affecting the validity, legality, or enforceability thereof in any other manner or jurisdiction and without affecting the remaining provisions of the Terms, which will continue to be in full force and effect.

- Assignment. HomWork may assign any of its rights or delegate any of its obligations under these Terms, in whole or in part, to any person or entity at any time without your consent. You may not assign or delegate any rights or obligations under the Terms without the prior written consent of HomWork; any purported assignment or delegation in violation of this Section 3 is void.
- Entire Agreement. These Terms, together with any supplemental policies, the Privacy Policy, and any other documents expressly incorporated by reference herein, contain the entire agreement between HomWork and you with respect to the subject matter hereof and supersede all prior and contemporaneous understandings, agreements, representations and warranties of the parties hereto relating to the subject matter hereof, whether electronic, oral or written, or whether established by custom, practice, policy or precedent.
- No Waiver. The failure of HomWork to require or enforce strict performance by you of any provision of these Terms or the Privacy Policy or failure to exercise any right under them shall not be construed as a waiver or relinquishment of HomWork's right to assert or rely upon any such provision or right in that or any other instance. The express waiver by HomWork of any provision, condition or requirement of these Terms or the Privacy Policy shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Except as expressly and specifically set forth in these Terms, no representations, statements, consents, waivers or other acts or omissions by HomWork shall be deemed a modification of these Terms nor legally binding, unless documented in physical writing, hand signed by you and a duly appointed officer of HomWork.
- Notices. We may notify you via postings on [www.HomWork.com] and via email or any other communications means through contact information you provide to us. All notices given by you or required from you under these Terms or the Privacy Policy shall be in writing and addressed to the address in this Section 6. Any notices that you provide without compliance with this Section 9.6 shall have no legal effect.

HomWork Corporation

3835 R. E. Thousand Oaks Blvd.

Westlake Village, Ca. 91362

Attn: Julia Dilts

- Equitable Remedies. You acknowledge that the rights granted and obligations made under these Terms to HomWork are of a unique and irreplaceable nature, the loss of which shall irreparably harm HomWork and which cannot be replaced by monetary damages alone, so that HomWork shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of the Service, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Service or any content or other material used or displayed through the Service and agree to limit your claims to claims for monetary damages, limited by Section 2.
- Force Majeure. HomWork shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of HomWork, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond HomWork's control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials.

9.9. Choice of Law. These Terms and the Privacy Policy shall be governed by the laws of the State of California notwithstanding its conflict of laws provisions.

HomWork, Inc.