

TERMS OF SERVICE & USE

Introduction. Welcome to the terms of service and use (hereinafter referred to as the "Agreement" or "User Agreement") for the SAFECARE at Home family of websites, which are websites owned by SAFECARE at Home, LLC and operated by SAFECARE at Home, LLC and its affiliates (hereinafter referred to as "SAFECARE," "us," "our," or "we"). If you do not agree to be bound by the terms and conditions of this Agreement, do not use or access our services (hereinafter referred to as "the Services") or website (hereinafter referred to as "the Site" or "SAFECARE").

Binding Nature. You must read, agree to, and accept all of the terms and conditions contained in this User Agreement and our Privacy Policy, which include those terms and conditions expressly set out below and those incorporated by reference, before you use the Site, register with SAFECARE, and/or log into the Site. We strongly recommend that, as you read this User Agreement, you also access and read the information referred to in this document, as it may contain further terms and conditions that apply to you as a SAFECARE user.

Changes to Site Terms/Policies/Etc. The Site reserves the right to change any of the terms and conditions contained in this Agreement or any policies or guidelines governing the Site or Services, at any time and in its sole and independent discretion. Any changes will be effective upon the posting of the revisions on the Site. You are responsible for reviewing the notice and any applicable changes. Changes to referenced policies and guidelines may be posted without notice to you. Your continued use of the Site and the Services following the Site's posting of any changes will constitute your acceptance of such changes or modifications. If you do not agree to any changes to this Agreement, do not continue to use the Services or the Site.

Eligibility. The Site and the Services are for individuals who can form legally binding contracts under applicable law. If you are under 18 years old, by using the Site you certify that your parents/guardians have consented to your use and to this Agreement on your behalf, and you acknowledge and agree that your use of the Site is at their discretion. Until you are 18 years old, your parents/guardians may ask us to modify, deny access to, or terminate your account and we may do so at their request or any time, for any reason, without notice or

liability. In addition, you agree not to bypass any security and/or access feature on the Site. The Site has no responsibility or liability for any misrepresentations regarding a user's age. Competitors are not authorized to access or use the Site without express, written permission from us in advance of such access. If you do not qualify, please do not use the Site. Further, your SAFECARE account User ID and password may not be transferred, loaned, given, and/or sold to another party. If you are registering or have registered as a business entity, you represent that you have the authority to bind the entity to this Agreement.

Services. SAFECARE is an interactive online educational environment promoting educational information for medical patients and their caregivers, which include, but are not limited to written content, downloadable content, and audio/video content. SAFECARE reserves the right to update and modify the Services from time to time.

Registration

We may require you to have a unique user name and password combination in order to use certain features and functions of the Site, including discussion boards, user-generated pages, messaging services and certain other features or functions. You may not:

- select or use a screen name of another person with the intention of impersonating that person,
- use a screen name of anyone else without authorization,
- use a screen name in violation of the intellectual property or other legal rights of any person or
- use a screen name that SAFECARE considers, in its sole discretion and for any reason, inappropriate.

Your user name and password are personal to you, and you may not allow any others to use your user name or password under any circumstances. You are solely responsible for maintaining the strict confidentiality of your user name and password and for any charges, costs, expenses, damages, liabilities and losses we incur or may suffer as a result of your failure to do so.

Account Holders' Responsibilities. As a SAFECARE user, you are obligated to read this Agreement before you provide any information via the Site. You agree to be bound to the terms of this Agreement. The Site does not offer medical, legal or financial advice concerning the Services offered via the Site. Nothing in this Agreement is to be interpreted as medical, legal, or financial advice or guidance.

By using this site, you certify that all information you provide is true and accurate. In addition, it is a condition of your use of the Site that all information you provide will be correct, current, and complete and any modification or change made to any information that you provide during your continued use of the Site and/or Services simultaneously carries with it a certification that the modification or change that you make is true and accurate. We may, at our sole discretion, require additional information or forms of identification and may use these to determine any limitations that may be placed on your use of the Site. We have the right to refuse you access to the Site or any of its resources, and to terminate or suspend your access at any time if we believe that the information you provide is not correct, current, complete, true, and accurate. In addition, you may be subject to civil or criminal penalties for giving such false information.

You are responsible for all statements made and acts that occur through your use of the site. Do not disclose your password to others. If your password is exposed, lost, or stolen, you must change it immediately. You are solely responsible for obtaining access to the Site and any fees associated with such access (e.g., airtime charges, ISP fees, other third party fees, etc.). In addition, you must provide, and you are responsible for, all equipment necessary to access the Site. The Site reserves the right to modify materials and the Site's design at any time, with or without prior notice.

You are responsible for complying with all applicable international, federal, state or local laws, including those pertaining to such areas as libel, slander, defamation, trade libel, product disparagement, harassment, invasion of privacy, tort, obscenity, indecency, and copyright or trademark infringement ("Applicable Law"). The Information available on the Site may include intellectual property that is protected under the copyright, trademark and other intellectual property laws of the United States and/or other countries ("Intellectual Property Laws"). Such Intellectual Property Laws generally prohibit the unauthorized reproduction, distribution or exhibition of all text, photographic and graphic (art and electronic) images, music, sound samplings and other protected materials. The violation of applicable Intellectual Property Laws may give rise to civil and/or criminal penalties.

Restricted Activities. Without prior written consent from the Site, you may not access the site as a user after your use has been terminated by the Site. Further, you agree that neither the Site nor any third party acting on our behalf shall be liable to you for the

termination of your access to the Site. Your information and activities on the Site shall not: (a) be false, inaccurate or misleading; (b) be fraudulent; (c) infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (d) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, antidiscrimination or false advertising); (e) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (f) contain any viruses, Trojan horses, or the like, or other computer programming routines that may damage or interfere with the Site; and/or (g) create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers. Additionally, without the express written authorization of the Site, you may not: (a) utilize any framing techniques in connection with the Site or any of the materials contained therein; (b) use any meta-tags or any other "hidden text" utilizing the Site's marks; (c) "deep-link" to any page of the Site (including the homepage); (d) decompile, reverse engineer, modify or disassemble any of the software aspect of the Site's materials except and only to the extent permitted by applicable law; (e) sell, rent, lease, license, sublicense, transfer, distribute, re-transmit, time-share, use as a service bureau or otherwise assign to any third party the Site's materials or any of your rights to access and use the Site's materials as granted in this Agreement; and/or (f) place a bookmark on any page of the Site. Furthermore, you may not consummate any transaction on the Site, or that was initiated using our Services, that could cause us to violate any applicable law, statute, ordinance, or regulation. Additionally, you agree to cooperate with the Site in stopping any unauthorized use.

It shall be a material breach of this User Agreement if you submit any material to the Site that violates international law or federal, state, and/or local laws of the United States.

Additionally, you agree that you will not offer any SAFECARE products for sale on the Internet or through other electronic sales vehicles including, but not limited to, television.

Access and Interference. You agree that you will not use any robot, spider, scraper, or other automated means to access the Site for any purpose without our express written permission. Additionally, you agree that you will not: (i) take any action that we, in our sole discretion, believe imposes an unreasonably large load on our servers; (ii) copy, reproduce, modify, create derivative works from, distribute or publicly display the Site content without the prior expressed written

permission of the Site and the appropriate third party, as applicable; (iii) attempt to interfere with the proper working of the Site or any activities conducted on the Site; (iv) bypass any security measures or encryption tools that we may use to prevent or restrict access to the Site; and/or (v) choose a username which may falsely represent you as somebody else or which may otherwise be in violation of the rights of a third party.

If we, in our sole and independent discretion, deem the use of a username inappropriate, we may disallow the use of that username. Further, we may, at any time, cancel the account of any user who uses his or her selected username in violation of this User Agreement or in any other way, we, in our sole and independent discretion, deem inappropriate.

Your username and password are nontransferable and non-assignable. You are solely responsible for maintaining the confidentiality of your username and password and you represent and warrant that you will not disclose to any other person your unique username and password. You are responsible for all activities that occur under username and password. You agree that you will not provide access to the Site to anyone who is below the age of majority in your state, province, or country. In addition, you indemnify the Site against all activities conducted through your account.

You agree to immediately notify the Site in writing of any unauthorized use of your username and password or any other breach of security, and until you do notify the Site, you are liable and responsible for any such unauthorized use. Unauthorized access to the Site is illegal and a breach of this Agreement. You also agree to ensure that you have fully logged out of your account at the end of each session.

Without prior written consent from the Site, you may not re-register after your account has been terminated by the Site. Further, you agree that neither the Site nor any third party acting on our behalf shall be liable to you for the termination of your account or access to the Site.

Breach. Without limiting other remedies, we may limit your activity, issue a warning, temporarily suspend, indefinitely suspend or terminate your access to the Site, and refuse to provide our Services to you if, within our sole and independent judgment: (a) you breach, or we anticipate that you are about to breach, this Agreement or the documents it incorporates by reference; (b) we are unable to verify or authenticate any information you provide to us; or (c) we believe that your actions may cause financial loss or legal liability for you, our

users, and/or us. We can also terminate this Agreement at any time, with or without cause.

Privacy. We only use your information as described in our Privacy Policy. SAFECARE may change the Privacy Policy in the future. You should check the Privacy Policy frequently for changes. You agree not to use any information regarding other users that is accessible on the Site, disclosed to you by other users, or disclosed to you by the Site, except to enter into and complete SAFECARE transactions. You agree not to use any such information for purposes of solicitation, advertisement, initiation of unsolicited e-mail or spam, harassment, invasion of privacy, or otherwise objectionable conduct.

Parental Control Protections. In accordance with 47 U.S.C.S. § 230, parents should be aware that there are parental control protections (such as computer hardware, software, or filtering services) commercially available, which can assist them in limiting access to material that is harmful to minors. Examples of some of these protection services include Cybersitter (www.solidoak.com) and Net Nanny (www.netnanny.com). Please note that we in no way endorse or is responsible for these services.

DMCA Policy. SAFECARE takes claims of copyright infringement very seriously. Our policy for handling claims of infringement is to have our designated agent review and respond to notices of infringement by removing from the Site any infringing material when a DMCA compliant notice is provided to us. Please see our Copyright Policy

Fax Policy. Please be advised that if you provide us with a fax number, you have expressly granted us the right to contact you via fax.

Results May Vary. EVERY EFFORT HAS BEEN MADE TO ACCURATELY REPRESENT OUR SERVICES. EXAMPLES AND TESTIMONIALS ON THE SITE ARE NOT TO BE INTERPRETED AS PROMISES OR GUARANTEES OF RESULTS.

RESULTS WILL VARY PER PERSON. YOUR LEVEL OF SUCCESS IN ATTAINING THE RESULTS CLAIMED IN OUR MATERIALS DEPENDS ON A NUMBER OF FACTORS. THESE FACTORS VARY ACCORDING TO INDIVIDUALS, AND THEREFORE, THE SITE CANNOT GUARANTEE YOUR RESULTS.

No Warranty. WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SUPPLIERS AND LICENSORS/LICENCEES

PROVIDE THE SITE, THE SITE'S PRODUCTS, AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED, OR STATUTORY. WE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SUPPLIERS, AND LICENSORS/LICENCEES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

IN ADDITION, WE SPECIFICALLY DISCLAIM ALL WARRANTIES THAT THE SITE OR THE SERVICES OR THE SITE'S PRODUCTS WILL MEET YOUR REQUIREMENTS; DISCLAIM ALL WARRANTIES THAT THE SITE WILL ALWAYS BE AVAILABLE, UPDATED, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE OR OPERATE WITHOUT ERROR; AND DISCLAIM ALL WARRANTIES THAT ANY FILES AVAILABLE FOR DOWNLOAD FROM THE INTERNET WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES, (SITE DOES NOT ASSUME ANY RESPONSIBILITY OR RISK FOR YOUR USE OF THE INTERNET). WE ALSO SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE AND DISCLAIM ANY OBLIGATION, LIABILITY, RIGHT, CLAIM, OR REMEDY IN TORT, WHETHER OR NOT ARISING FROM OUR NEGLIGENCE. THE SITE IS NOT RESPONSIBLE FOR ANY USE OF CONFIDENTIAL OR PRIVATE INFORMATION BY SELLERS OR THIRD PARTIES. YOU AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED OR ACCESSED THROUGH THE USE OF THE SITE.

THE SITE MAKES NO REPRESENTATIONS THAT THE SITE OR ANY OF ITS MATERIALS ARE APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS. NO USERS MAY ACCESS THE SITE FROM TERRITORIES WHERE THE CONTENT OR THE BUSINESS OF THE SITE MAY BE ILLEGAL.

IN ADDITION, THE SITE DISCLAIMS ANY LIABILITY FOR ANY DAMAGES WHATSOEVER INCURRED BY ANY USER IN CONNECTION WITH THE USE OF ANY WEBSITE ACCESSED THROUGH THE SITE AND DISCLAIMS ANY LIABILITY DERIVED FROM THE USE OF ANY LINKS THAT MAY APPEAR ON THE SITE.

General Release. IF A DISPUTE ARISES BETWEEN ONE OR MORE USERS, EACH OF YOU RELEASE SAFECARE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SUPPLIERS, and LICENSORS FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND 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 DISPUTES. YOU WAIVE THE PROTECTIONS AFFORDED BY CALIFORNIA CIVIL CODE § 1542, WHICH SAYS: "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." YOU ACKNOWLEDGE AND AGREE THAT THIS WAIVER IS AN ESSENTIAL AND MATERIAL TERM OF THIS AGREEMENT, AND THAT WITHOUT SUCH WAIVER, THIS AGREEMENT WOULD NOT HAVE BEEN ENTERED INTO BY SAFECARE CREATIVE STUDIOS, INC.

Limitation of Liability. IN NO EVENT SHALL SAFECARE, OUR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SUPPLIERS AND/OR LICENSORS/LICENEES, BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES RESULTING FROM ANY CLAIM ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, YOUR USE OF THE SITE, AND/OR YOUR USE OF ANY PRODUCT OR SERVICE PURCHASED FROM THE SITE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE. OUR LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE IS LIMITED TO \$10.

DISCLAIMER. The contents of the SAFECAREatHome website - www.SafeCaretHome.com (the "Site") and downloadable content, such as text, graphics, images, videos, checklists, care lessons, and other material contained on or available from the Site (the "Content") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. Reliance on and use of any information provided by SAFECAREatHome, its employees, vendors, agents, and partners is solely at your own risk. The Site and the Content are provided on an "as is" basis. SAFECAREatHome MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, OR THE INFORMATION, CONTENT MATERIALS OR PRODUCTS, INCLUDED ON THIS SITE, TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW. SAFECAREatHome DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SAFECAREatHome WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING BUT

NOT LIMITED TO DIRECT, INDIRECT, INCIDENT, PUNITIVE AND CONSEQUENTIAL DAMAGES. You agree through your acceptance of the EULA and your use of the Site that you will not assert any claim for personal injury, tort, or other claim or liability that is directly or indirectly related to your use of the Site or the Content, including, but not limited to, following one or more instructions, advice, processes, or procedures described in the videos, care lessons or other content, and you hereby indemnify and agree to indemnify, defend, and hold SAFECAREatHome harmless against any and all costs, expense, and/or damages, including, but not limited to attorney's fees (including the fair market value of in-house counsel time) and court costs/fees, resulting or related to any third party claim asserting personal injury, tort, or other claim or liability that is directly or indirectly related to their use of the Site using your log-in credentials, their use of Content downloaded by you, or your use of the Content in connection with the provision of medical care to any third party.

The opinions expressed in user-generated content areas on the Site like forums, exchanges, reviews, ratings, or blogs are solely those of the user. These opinions do not represent the opinions of SAFECAREatHome. The Site allows people, who may or may not have medical or scientific training, to post information and express opinions in user-generated content areas. User-generated content areas are not reviewed by a SAFECAREatHome physician or any member of the SAFECAREatHome staff for accuracy, balance, objectivity, or any other reason except for compliance with our Terms and Conditions. Some of these opinions may contain information about treatments or uses of drug products that have not been approved by the U.S. Food and Drug Administration. Do not consider SAFECAREatHome user-generated content as medical advice.

The Site may contain health- or medical-related materials that are sexually explicit. If you find these types of materials offensive, you may not want to use our Site.

SAFECAREatHome does not recommend or endorse any specific tests, physicians, products, procedures, service, treatment opinions, or other information that may be mentioned on the Site.

Indemnity. You agree to defend, indemnify and hold harmless SAFECARE at Home, LLC, and our officers, directors, agents, employees, contractors, suppliers, and licensors/licensees from any claim or demand made by any third party due to or arising out of the performance of this Agreement by either party, as well any performance related to the documents it incorporates by reference, and/or your violation of any law or the rights of a third party.

Specific Enforcement. You acknowledge that we will be irreparably injured if the provisions of this Agreement are not specifically

enforced. If you commit or, in the belief of SAFECARE, threaten to commit a breach of any of the provisions of this Agreement, SAFECARE and its subsidiaries, affiliates, or licensors/licensees shall have the right and remedy, in addition to any other remedy that may be available at law or in equity, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to SAFECARE and its subsidiaries, and that money damages will not provide an adequate remedy therefore. Such injunction shall be available without the posting of any bond or other security, and you hereby consent to the issuance of such injunction.

If this Agreement is breached by you, SAFECARE will be entitled to recover its legal fees and costs incurred in the enforcement of this Agreement.

Licenses. The Site grants a limited license to each participant to make personal use only of the Site and the Services in accordance with this Agreement. This license expressly excludes, without limitation, any reproduction, duplication, sale, resale or other commercial use of the Site and/or the Services, making any derivative of the Site or the Services, the collection and use of participant e-mail addresses or other participant information, ratings or listings, or any data extraction or data mining whatsoever. You agree that you will not compile, reproduce, republish or resell for any commercial purpose any information on our Site and not use any device, software, or routine that may interfere with the operation of the Site.

Export Control. You understand and acknowledge that the Site's software elements may be subject to regulation by the United States Department of Commerce or by other agencies of the U.S. Government, which prohibit the export or diversion of software to certain nations or third parties. Diversion of such materials contrary to the laws of the United States or international law is prohibited.

You agree that you will not assist or participate in any such diversion or other violation of applicable laws and regulations. You also warrant that you will not permit or license anyone not approved under applicable law or regulations to receive controlled commodities. You agree to abide by any applicable laws and regulations. You further agree that none of the materials on the Site are being, or will be, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or otherwise used for proscribed activities.

Linking. Some third-party websites are linked to the Site. You acknowledge and agree that we are not responsible or liable for the content, advertising, services, products, or availability of such external websites or resources. In addition, we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or related to your use of, or reliance upon, any such third-party content, goods, or services. If you decide to access any such third party website, you do so entirely at your own risk, and your use of such website is not governed by this Site's User Agreement or any other agreement incorporated by reference.

Trademark Information. You agree that the term "SAFECARE at Home" is a registered trademark of SAFECARE at Home, LLC. You further agree that the Site's marks, logos, domains, and trademarks may not be commercially used except with the express written permission of the Site. You additionally agree that the marks may not be used in any manner that falsely disparages or discredits the Site or is likely to cause consumer confusion. Additionally, you understand that other parties' product and service names referenced on the Site may be trademarks and service marks of their respective companies and may not be used publicly without the express written consent of the owners and/or holders of such trademarks and service marks.

Copyright Information. The Site and all materials accessible on or through the site such as text, graphics, photographs, video and audio clips, music, soundtracks, button icons, streaming data, animation, images, downloadable materials, data compilations and software, as well as any other website owned, operated, licensed, or controlled by the Site, are the proprietary information and valuable intellectual property of the Site or the party that provided the materials to the Site. These materials (and compilations thereof) are protected by U.S. and international copyright laws. The materials may not be copied, distributed, republished, modified, uploaded, posted, or transmitted in any way without the prior written consent of the Site. You may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the materials. Modification or use of the content of the Site except as expressly provided in this User Agreement violates the Site's intellectual property rights.

The Site, or the party that provided the materials to the Site, retains all of its right, title, and interest in the materials. Your access of the Site does not transfer title or rights in any of the Site's intellectual property.

General Provisions. No delay by either party shall waive rights under this Agreement. This Agreement is governed by, and to be construed in accordance with, the laws of State of Missouri, USA without regard to that state's conflict of laws provisions. By using the Site, you expressly consent to the exclusive personal jurisdiction and venue for any claim relating to or arising out of this Agreement or your use of the Site or Services in the state and federal courts for St. Louis County, Missouri. No waiver of any breach of this Agreement shall be a waiver of any other provision of this Agreement, and no waiver shall be valid unless in writing signed by the parties. If any provision of this Agreement is held invalid, such provision shall be restated to reflect, as nearly as possible, the original intention of the parties in accordance with applicable law and the remainder of the Agreement shall remain in full force. This Agreement does not create an agency, joint venture, partnership, fiduciary relationship, or any similar relationship between the parties, and neither party has the right or authority to act for, or on behalf of, the other party. Headings are for the convenience of reference only and do not alter the rights and obligations of the parties. The provisions of this Agreement are not for the benefit of any third party. Neither party shall be liable to the other for any delay or failure due to acts of God, war, transportation difficulties, labor strikes, natural disasters, riots, telecommunications or information services infrastructure, hacking, Spam, any failure of a computer, server, or software, or acts or omissions of vendors or suppliers beyond the control of the parties. Provisions of this Agreement that are intended to survive this Agreement shall survive.

Notices. Except as explicitly stated otherwise, any notices shall be given by e-mail to administrator@SAFE CAREatHome.com in the case of the Site), or to the email address you provide to the Site in the "Contact Us" form and/or when ordering (in your case). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid.

CONFLICTS. In the event of a conflict between these terms and conditions and an End-User License Agreement, there terms of the End-User License Agreement shall control.

Adopted October 2012

Revised April 2013