

HOMEOLOGIC LLC

TERMS OF SERVICE

THESE HOMEOLOGIC TERMS OF SERVICE ("Terms") CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND HOMEOLOGIC LLC ("HomeLogic") FOR HOMEOLOGIC'S REMOTE HOME CONNECTIVITY SERVICE (the "Service"). THESE TERMS INCLUDE AND INCORPORATE BY THIS REFERENCE HOMEOLOGIC'S PRIVACY POLICY LOCATED AT www.homelogic.com/privacy.html AS MODIFIED FROM TIME TO TIME.

READ THESE TERMS CAREFULLY BEFORE YOU CLICK ON THE "I ACCEPT" BUTTON BELOW. BY CLICKING ON THE "I ACCEPT" BUTTON, YOU AGREE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS (INCLUDING THE PRIVACY POLICY AND ANY OTHER DOCUMENTS INCORPORATED HEREIN) AND WILL BE BOUND BY ALL TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THESE TERMS, CLICK ON THE "I DO NOT ACCEPT" BUTTON BELOW AND ANY MONEY YOU PAID FOR THE SERVICE WILL BE REFUNDED.

1. DESCRIPTION OF SERVICE

The Service provided by HomeLogic allows you to access and control your home over the Internet.

2. REGISTRATION AND PRIVACY

As part of the registration process, you are required to provide HomeLogic with certain limited information. You agree that all such information will be current, complete and accurate when provided to HomeLogic and that you will maintain and update this information as required to keep it current, complete and accurate. By registering for this Service you represent to HomeLogic LLC that you are 18 years of age or older. By providing such information you authorize HomeLogic to use it as necessary or helpful in providing the Service, including without limitation to authenticate your identity, and as otherwise provided for in these Terms.

HomeLogic will not sell or rent your information to anyone except as provided in HomeLogic's privacy policy without your express consent.

3. PASSWORDS AND SECURITY

As part of the registration process you will be assigned a user name and password to access your designated system. You agree to carefully safeguard your user name and password. You are solely responsible if you do not maintain the confidentiality of password and account information. You agree to immediately notify HomeLogic of any unauthorized use of your system or any other breach of security known to you, including if you believe that your user name or password has been stolen or otherwise compromised and will release and hold HomeLogic harmless against any and all claims related thereto.

4. SERVICES

a. Fees and Payments: Your subscription for the Service will continue and renew automatically unless terminated by HomeLogic or you. If there are any annual, monthly or similar periodic fees for your subscription, these fees will be billed automatically to the credit card designated during the registration process (or later updated by you). You agree to pay or have paid all fees and charges incurred in connection with your subscription at the rates in effect when the charges were incurred. All fees and charges are nonrefundable. HomeLogic may change the fees and charges in effect, or add new fees or charges, by giving you notice in advance. All fees and charges incurred in connection with your user name and password will be billed to the credit card designated during the registration process. YOU, AND NOT HOMEOLOGIC, ARE RESPONSIBLE FOR PAYING ANY AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY, WHICH WERE NOT AUTHORIZED BY YOU.

b. Credit Cards. As a part of registration you must provide us with a valid credit card number. In the event that you cancel this credit card or it is otherwise terminated, you must immediately provide us with a new valid credit card number. You authorize HomeLogic, from time to time, to undertake steps to determine whether the credit card number you have provided to us is a valid credit card number.

5. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS

a. No Resale or Commercial Use: Your right to use the Service is personal to you. You agree not to resell the Service or other materials or any information obtained by you without the express written consent of HomeLogic. You may not rent, lease, or lend the Service.

b. Proprietary Rights: These Terms grant you the right to use the Service solely in connection with your HomeLogic system. You acknowledge that any software used in conjunction with the Service is proprietary to HomeLogic and is protected by copyrights, trademarks, product marks, patents or other proprietary rights and laws. Further, you may not copy, reproduce, distribute or create derivative works of said software without expressly being authorized to do so by HomeLogic. Further, you may not reverse engineer, decompile, alter, modify, disassemble or otherwise attempt to derive source code from said software. All rights not expressly granted in these Terms are reserved to HomeLogic.

c. Conduct: HomeLogic reserves the right to take any action with respect to the Service that HomeLogic deems necessary or appropriate in HomeLogic's sole discretion if HomeLogic believes you or your use of the Service may create liability for HomeLogic. Your use of the Service is subject to all applicable local, state, national and international laws and regulations (including without limitation those governing account collection, export control, consumer protection, unfair competition, anti-discrimination or false advertising). You agree: (1) to comply with all United States laws, rules and other regulations applicable in connection with the Service; (2) not to use the Service for illegal purposes; (3) not to use the Service to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (4) not to transmit through the Service or otherwise, any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You will not attempt to gain unauthorized access to other systems and you will not interfere with another user's use and enjoyment of the Service.

6. MODIFICATIONS

HomeLogic may amend these Terms at any time by sending information to the email address you provide during the registration process and posting the updated Terms on the HomeLogic Web site. Notwithstanding the foregoing, HomeLogic may amend its privacy policy at any time and such changes will be effective upon posting on the HomeLogic website. You manifest acceptance of these amended terms if you continue to use the Service after such amended terms have been posted or information regarding such amendment has been sent to you. Otherwise, these Terms may not be amended except in writing signed by both parties. Further, HomeLogic reserves the right to modify or discontinue the Service with or without notice to you. HomeLogic shall not be liable to you or any third party should HomeLogic exercise its right to modify or discontinue the Service.

7. TERMINATION

HomeLogic may immediately terminate your membership and right to use the Service if (a) you breach these Terms; (b) HomeLogic is unable to verify or authenticate any information you provide to HomeLogic; (c) such information is inaccurate; or (d) HomeLogic decides, in its sole discretion, to discontinue offering the Service. HomeLogic shall not be liable to you or any third party for termination of the Service. You may terminate your registration and end your use of the Service at any time, for any reason.

8. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. HOMELOGIC EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. HOMELOGIC MAKES NO WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY OR ERROR FREE, NOR DOES HOMELOGIC MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THE ACCURACY OF ANY OTHER INFORMATION OBTAINED THROUGH THE SERVICE OR THAT DEFECTS IN THE PLUG-IN WILL BE CORRECTED. YOU UNDERSTAND AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED (INCLUDING PLUG-INS) THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM HOMELOGIC OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. Some jurisdictions do not allow the exclusion of certain warranties, so some of the above exclusions may not apply to you.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL HOMELOGIC BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, EVEN IF HOMELOGIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. HOMELOGIC'S LIABILITY TO YOU OR ANY THIRD PARTY IS LIMITED TO \$50. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages so some of the above limitations may not apply to you.

10. MISCELLANEOUS

These Terms are the complete and exclusive statement of the agreement between you and Home Logic and supersede any proposal or prior agreement, oral or written, and any other communications relating to the subject matter of these Terms. These Terms shall be governed by and interpreted under the laws of the Commonwealth of Massachusetts.

PLEASE INDICATE THAT YOU UNDERSTAND AND ACCEPT THESE TERMS BY CLICKING THE "I ACCEPT" BUTTON BELOW. IF YOU DO NOT ACCEPT, THE SERVICE WILL NOT COMMENCE.