

MYHEALTHYHOUSE.COM WEBSITE TERMS OF USE

Last updated May 1, 2011

1. GENERAL

This Terms of Use Agreement ("**Agreement**") governs your access and use of the Healthy House, Inc., a Texas corporation ("**Healthy House**," "**our**," "**us**," or "**we**") website located at www.myhealthyhouse.com (the "**Website**"). By accessing, browsing, and using this Website, you agree that you have read, understood, and accept this Agreement. Please read it very carefully and let us know if you have any questions. If you do not agree with any of the terms herein, do not use the Website. This Agreement does not govern your use of any products or services offered by Healthy House or any third party from the Website, or otherwise, which are subject to their own terms of service. You must accept any terms and conditions relating to Healthy House or third party products and/or services as a condition to receiving such products and/or services. Such terms will be presented to you in connection with any such subscription.

2. GOVERNING LAW

THIS AGREEMENT AND YOUR USE OF THE WEBSITE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

3. USE OF THE WEBSITE

You may only use this Website for its intended purpose and solely in accordance with this Agreement. In addition, you may not restrict or inhibit any other person from using or enjoying the Website. The Website may contain links to other Internet Websites and third-party resources. Healthy House is not responsible for either the availability of these outside resources or their content. Healthy House may, but is not obligated to, monitor your use of the Website.

4. INTELLECTUAL PROPERTY

The content of this Website is protected by law, including without limitation United States copyright law, trademark law, and applicable international treaties. You are granted permission to display, reproduce, distribute, and download the materials on this Website solely for your own personal, non-commercial use, provided that none of the content is modified and all of Healthy House's legal legends are retained. You may not "mirror" any content contained within this Website without the express prior written consent of Healthy House. Except as stated herein, none of the content may be reproduced, distributed, published, displayed, downloaded, or transmitted in any form by any means without the prior written permission of Healthy House or the appropriate copyright owner. Healthy House does not grant you any licenses, express or implied, to the intellectual property of Healthy House or its licensors except as expressly stated in this Agreement.

If you believe that your work has been copied and posted on the Website in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (ii) a description of the copyrighted work that you claim has been infringed; (iii) a description of where the material that you claim is infringing is located on the Website; (iv) your address, telephone number, and primary email address; (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Send any notices of suspected Copyright Infringement issues to copyright@myhealthyhouse.com and reference Copyright Issues in the subject line.

5. TRANSMISSION OF CONTENT

Any material, information or ideas that you transmit to or post to or through this Website by any means will be treated as non-confidential and non-proprietary, despite any legends to the contrary, and may be used by Healthy House for any purpose whatsoever. Notwithstanding the foregoing, all personal

information provided by you will be handled in accordance with Healthy House's Privacy Policy, which can be found at <http://www.myhealthyhouse.com/privacy> You agree to the terms of such Privacy Policy by providing your personal information to Healthy House.

6. INTERNATIONAL USE

This Website is controlled and operated by Healthy House from within the United States. Healthy House makes no representations that materials contained within the Website are appropriate or available for use in other locations, and access to the Website from locations where such activity is illegal is prohibited. Those who choose to use the Website from other locations do so on their own initiative and are solely responsible for compliance with all applicable laws.

7. U.S. GOVERNMENT RESTRICTED RIGHTS

The content of this Website is provided with "RESTRICTED RIGHTS." Use, duplication, or disclosure by the United States Government is subject to restrictions as set forth in applicable laws and regulations.

8. LIMITATION OF LIABILITY

THE WEBSITE IS PROVIDED TO YOU STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

IN NO EVENT SHALL HEALTHY HOUSE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM THE PRODUCTS OR YOUR USE OF THE WEBSITE, EVEN IF HEALTHY HOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, HEALTHY HOUSE'S AGGREGATE LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO HEALTHY HOUSE FOR USE OF THE WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

9. MODIFICATIONS

This Agreement may be modified by Healthy House at any time by updating and posting a new version on the Website or by otherwise notifying you of the revised Agreement. By using the Website, you agree to be bound by the terms and conditions of the version of this Agreement that is in force during such use.

10. TERM AND TERMINATION

This Agreement is effective as of the date of your first access or use of the Website, and shall remain in effect for the duration of your access or use. This Agreement shall automatically terminate upon your breach of the Agreement.

11. GENERAL

The state or federal courts sitting in Travis County, Texas shall have exclusive jurisdiction and venue over any dispute arising out of this agreement and sale, and you hereby consent to the jurisdiction of such courts. This Agreement may not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the Agreement by its express terms. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of this Agreement as a whole and any such provision should be enforced by authorities, and reconstructed if need be, to apply to the maximum extent allowable under applicable law. The failure by either party to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided herein, or to require at any time the performance of the other of any of the provisions herein will not in any way be construed as a waiver of such provisions. Reasonable attorneys' fees and costs will be awarded to

the prevailing party in the event of litigation involving the enforcement or interpretation of this Agreement. The section headings used herein are for convenience only and shall not be given any legal import.