

Anannynetwork.com

SITE USER AGREEMENT

Terms and Conditions

This page states the "Terms and Conditions" under which you may use anannynetwork.com. Please read this page carefully. If you do not accept the Terms and Conditions stated here, you will not be able to use this site. By using this web site, you are indicating your acceptance of the terms and conditions stated on this page and you are agreeing to be bound by these terms and conditions. Anannynetwork.com (the "Company") may revise these Terms and Conditions at any time by updating this posting. You should visit this page periodically to review the Terms and Conditions, because they are binding on you. The terms "You" and "User" as used herein refer to all individuals and/or entities accessing this web site for any reason.

Use of Material.

The Company authorizes you to view and download the material on anannynetwork.com (the "Website") solely for your personal, noncommercial use.

The contents of this Website, such as text, graphics, images, logos, button icons, software and other "Material", are protected under both United States and foreign copyright, trademark and other laws. All Material is the property of the Company or its content suppliers or clients. The compilation (meaning the collection, arrangement and assembly) of all content on this Website is the exclusive property of the Company and protected by U.S. and international copyright laws. Unauthorized use of the Material may violate copyright, trademark, and other laws. You must retain all copyright, trademark, service mark and other proprietary notices contained in the original Material on any copy you make of the Material. You may not sell or modify the Material or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. The use of the Material on any other website or in a networked computer environment for any purpose is prohibited.

You shall not copy or adapt the HTML code that the Company creates to generate its pages. It is also protected by the Company's copyright.

Acceptable Site Use.

General Rules: Users may not use the Website in order to transmit, distribute, store or destroy material (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene,

threatening, abusive or hateful, or constitutes bullying.

It is not permitted to put contact information in the open text fields of your account. Contact information included in these fields will be removed. Multiple violations of this rule may result in your account will being deactivated. In the event this happens more than once you will not be permitted to use the site again.

Website Security Rules: Users are prohibited from violating or attempting to violate the security of the Website, including, without limitation, (a) accessing data not intended for such user or logging into a server or account which the user is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus to the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing", (d) sending unsolicited e-mail, including promotions and/or advertising of products or services, or (e) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil or criminal liability. The Company will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

Specific Prohibited Uses.

The Website may be used only for lawful purposes by individuals seeking employment, nannies and career information, and by employers seeking to employ one or more employees. The Company specifically prohibits any use of the Website, and all users agree not to use the Website, for any of the following:

Posting any incomplete, false or inaccurate biographical information or information which is not your own accurate resume.

Deleting or revising any material posted by any other person or entity.

Using any device, software or routine to interfere or attempt to interfere with the proper working of this Website or any activity being conducted on this site.

Taking any action which imposes an unreasonable or disproportionately large load on this Website's infrastructure.

If you have a password allowing access to a non-public area of this Website, disclosing to or sharing your password with any third parties or using your password for any unauthorized

purpose.

Notwithstanding anything to the contrary contained herein, using or attempting to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search this Website other than the search engine and search agents available from the Company on this Website and other than generally available third party web browsers (e.g., Netscape Navigator, Microsoft Explorer).

Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website.

Aggregating, copying or duplicating in any manner any of the materials or information available from the Website.

Framing of or linking to any of the materials or information available from the Website.

Anannynetwork.com does not tolerate inappropriate use of the site or fraudulent activity. This will result in your profile being deleted.

User Information.

When you register for the Website, you will be asked to provide the Company with certain information including, without limitation, a valid email address (your "Information"). In addition to the terms and conditions that may be set forth in any privacy policy on this Website, you understand and agree that the Company may disclose to third parties, on an anonymous basis, certain aggregate information contained in your registration application. The Company will not disclose to any third party your name, address, e-mail address or telephone number without your prior consent, except to the extent necessary or appropriate to comply with applicable laws or in legal proceedings where such information is relevant.

Employers are obligated to pay for the service of the Site, unless specifically notified otherwise. Employers that sign up agree to pay anannynetwork.com all charges at the prices then in effect for any use of the Site. In addition, employers authorize anannynetwork.com to charge their chosen payment provider for use of the Site. Anannynetwork.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

The Memberships of employers will be automatically extended for successive periods unless manually cancelled by Member.

No refunds or credits will be provided for account cancellation requests received after the

account has been billed. At anannynetwork.com's sole discretion, refunds or credits may be granted in extenuating circumstances or to correct any errors made by anannynetwork.com.

Anannynetwork.com has a 1 complaint policy and applicant profiles will be removed from the site once a documented complaint has been received and investigated.

User Submissions.

As a user, you are responsible for your own communications and are responsible for the consequences of your own communications being posted. You must not, and by using this Website you agree not to, do the following things: post material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; post material that reveals trade secrets, unless you own them or have the permission of the owner; post material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; post material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; post a sexually-explicit image or statement; post advertisements or solicitations of business, post chain letters or pyramid schemes; impersonate another person; or post material that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines or engines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information.

The Company does not represent or guarantee the truthfulness, accuracy, or reliability of communications posted by users or endorse any opinions expressed by users. You acknowledge that any reliance on material posted by other users will be at your own risk.

The Company acts as a passive conduit for the online distribution and publication of user-submitted information and has no obligation to screen communications or information in advance and is not responsible for screening or monitoring material posted by users. If notified by a user of communications which allegedly do not conform to these Terms and Conditions, the Company may investigate the allegation and determine in good faith and its sole discretion whether to remove or request the removal of the communication. The Company has no liability or responsibility to users for performance or nonperformance of such activities. The Company reserves the right to expel users and prevent their further access to the Website for violating the Terms and Conditions or the law and the right to remove communications which are abusive, illegal, or disruptive. The Company may take any action with respect to user-submitted information that it deems necessary or appropriate in its sole discretion, if it believes it may create liability for the Company or may cause the Company to lose (in whole or in part) the services of its ISPs or other suppliers.

By submitting content to any public or non-public area of the Website, including message boards, forums, contests and chat rooms, you grant the Company and its affiliates the loyalty-free, perpetual, irrevocable, sublicenseable (through multiple tiers), non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or later developed, for the full term of any rights that may exist in such content. You also warrant that the holder of any rights, including moral rights in such content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any subscriber to access, display, view, store and reproduce such content for personal use. Subject to the foregoing, the owner of such content placed on the Website retains any and all rights that may exist in such content.

Registration and Password.

You are responsible for maintaining the confidentiality of your information and password. You shall be responsible for all uses of your registration, whether or not authorized by you. You agree to immediately notify the Company of any unauthorized use of your registration or password.

Identification Of Agent To Receive Notification And Elements Of Notification Of Claimed Copyright Infringement.

If you believe that your copyrighted work has been uploaded, posted or copied to this Website and is accessible on this Website in a way that constitutes copyright infringement, please notify us by providing our designated copyright agent with the following information:

The physical or electronic signature of either the copyright owner or of a person authorized to act on the owner's behalf;

A description of the copyrighted work you claim has been infringed, and a description of the activity that you claim to be infringing;

Identification of the URL or other specific location on this Website where the material or activity you claim to be infringing is located or is occurring; you must include enough information to allow us to locate the material or the activity;

Your name, address, telephone number and, your e-mail address;

A statement by you that you have a good faith belief that use on the Website of the copyrighted work in the manner you are complaining of is not authorized by the copyright owner, any agent of the copyright owner, or the law; and

A statement by you, made under penalty of perjury, that the information you have provided in your notice is accurate and that you are either the copyright owner or are authorized to act on

behalf of the copyright owner.

Policy Regarding Termination Of Users And Account Holders Who Repeatedly Infringe The Copyright Or Other Intellectual Property Rights Of Others.

Anannynetwork.com respects the intellectual property of others, and we ask our users, account holders and content partners to do the same. The unauthorized reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners' rights. As a condition to your use of this Website, you agree not to use the Website to infringe the intellectual property rights of others in any way. We will terminate the accounts of any account holders, and block access to our Website of any users, who are repeat infringers of the copyrights, or other intellectual property rights, of others. We reserve the right to take these actions at any time, in our sole discretion, with or without notice, and without any liability to the account holder who is terminated or to the user whose access is blocked.

The Company's Liability.

Anannynetwork.com is only a venue. This Website acts as a venue for prospective employers to post job opportunities and for applicants to post resumes. This Website does not screen or censor the listings offered. The Company is not involved in the actual transactions between the prospective employers and the respective applicants. All decisions rest with the parties using the Website. As a result, the Company has no control over the quality, safety or legality of the jobs or resumes posted; the truth or accuracy of the listings; the ability of prospective employers to offer job opportunities to applicants; or the ability of the applicants to fill job openings. The Company makes no warranties or representations with regard to these issues. All parties using this Website must make their own independent investigation and evaluation of any employment opportunity or any applicant. There are risks, including but not limited to, the risk of physical harm, of dealing with strangers, foreign nationals, underage persons, or people acting under false pretenses. You assume any and all risk associated with dealing with other users with whom you come in contact through the Website.

As part of Company's Full Service Program, Company may use or forward to Users background checks or other public records checks. The Company makes no warranties as to the accuracy of the results which may be obtained from any background check or other public records check involving any user or prospective nanny. This responsibility, if any, rests with the actual provider of the background check or public records check. The Company makes no warranty involving the reliability or content of any background check, public records check, or other information provided through this Website by others.

Because user authentication on the Internet is impossible, anannynetwork.com cannot and does not confirm that each user is who they claim to be. Because we do not and cannot be involved in user-to-user dealings or control the behavior of participants on anannynetwork.com, in the event that you have a dispute with one or more users, you release the Company (and our agents and employees) from claims, demands and damages (actual and consequential, direct and indirect) 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.

We are under no legal obligation to, and generally do not, control the information provided by other users which is made available through the Website. By its very nature, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. We expect that you will use caution and common sense when using this Website and that each person submitting a posting to the Website will be mindful and in full compliance with the associated pertinent legal obligations and restrictions.

The Material may contain inaccuracies or typographical errors. The Company makes no representations about the accuracy, reliability, completeness, or timeliness of the Website or the Material. The use of the Website and the Material is at your own risk. Changes are periodically made to the Website and may be made at any time.

You acknowledge and agree that you are solely responsible for the form, content and accuracy of any resume or material contained therein placed by you on the Website. Prospective Employers are solely responsible for their postings on the Website.

The Company is not to be considered to be an employer with respect to your use of the Website and the Company shall not be responsible for any employment decisions, for whatever reason made, made by any entity posting jobs on the Website.

THE COMPANY DOES NOT WARRANT THAT THE WEBSITE WILL OPERATE ERROR-FREE OR THAT THE WEBSITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL MECHANISMS. IF YOUR USE OF THE WEBSITE OR THE MATERIAL RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, THE COMPANY IS NOT RESPONSIBLE FOR THOSE COSTS.

THE WEBSITE AND MATERIAL ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. THE COMPANY MAKES NO

WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICES, SOFTWARE, TEXT, GRAPHICS, AND LINKS.

Disclaimer of Consequential Damages.

IN NO EVENT SHALL THE COMPANY, ITS SUPPLIERS, OR ANY THIRD PARTIES MENTIONED ON THE WEBSITE BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE WEBSITE AND THE MATERIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Links to Other Sites.

The Website contains links to third party website. These links are provided solely as a convenience to you and not as an endorsement by the Company of the contents on such third-party Website. The Company is not responsible for the content of linked third-party sites and does not make any representations regarding the content or accuracy of materials on such third party Website. If you decide to access linked third party Website, you do so at your own risk.

No Resale or Unauthorized Commercial Use.

You agree not to resell or assign your rights or obligations under these Term of Use. You also agree not to make any unauthorized commercial use of the Website.

Limitation of Liability.

The aggregate liability for the Company to you for all claims arising from the use of the Materials is limited to \$100.

Termination.

The Company reserves the right, at its sole discretion, to pursue all of its legal remedies, including but not limited to deletion of your postings from this Website and immediate termination of your registration with or ability to access the Website and/or any other service provided to you by the Company, upon any breach by you of these Terms and Conditions or if the Company is unable to verify or authenticate any information you submit to the Website

registration with or ability to access the Website.

Indemnity.

You agree to release, defend, indemnify, and hold harmless the Company, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Material or your breach of the terms of these Terms and Conditions. The Company shall provide notice to you promptly of any such claim, suit, or proceeding. Defending any such claim, suit or proceeding is your own responsibility and at your own expense.

You agree to release, defend, indemnify, and hold harmless the Company, its officers, directors, employees and agents, from and against any claims or actions asserted by or against the Company by any third party resulting from or arising out of any asserted violation of the Fair Credit Reporting Act, the Fair Credit Housing Act, or any other credit reporting act or the Privacy Act of any jurisdiction, whether State or Federal, as such are from time to time amended.

Compliance with Law.

In using this Website and the information provided hereunder, you will comply with all Federal, State, and Local regulations, statutes, and rules applicable to consumer credit information or privacy acts in effect, including, without limitation, the Fair Credit Reporting Act and the Fair Housing Act, both State and Federal. You represent that you are knowledgeable and confident in understanding the laws and regulations pertaining to reporting criminal records information or any other public record or information provided through this Website and you will abide by all such laws and regulations.

General.

The Company makes no claims that the Materials may be lawfully viewed or downloaded outside of the United States. Access to the Materials may not be legal by certain persons or in certain countries. If you access the Website from outside of the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. These Terms and conditions are governed by the internal substantive laws of the State of Michigan, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Shelby Township, Michigan. If any provision of these Terms and Conditions are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any term of these Terms and Conditions shall be deemed a further or continuing waiver of

such term or any other term. Except as expressly provided in additional terms of use for areas of the Website a particular "Legal Notice," or Software License or material on particular Web pages, these Terms and Conditions constitute the entire agreement between you and the Company with respect to the use of Website. No changes to these Terms and Conditions shall be made except by a revised posting on this page.

Additional Terms of Use.

Certain areas of this Website are subject to additional terms of use. By using such areas, or any part thereof, you agree to be bound by the additional terms of use applicable to such areas.

Unacceptable actions, conditions and content on this site, listed below, will constitute grounds for blocking your access to this site, removal of posted material and cancellation of your registration and or membership without refund. As condition of your use of this site, you agree that you shall not:

(a) Include your last name or enter your personal contact information such as an email address, ICQ number, chat address or personal web page address in any photo, image or text field which does not specifically request such information;

(b) Attempt to subvert the membership system or direct users to any other website, location or directory where your contact information may be obtained;

(c) Upload or post any information or advertisement that may be considered as competitive to the service. Solicitation for services by any means, other than those offered or directly approved by anannynetwork.com, to its registered users or Members is strictly forbidden. And under no circumstances shall the harvesting and commercial re-use of emails be allowed;

(d) Share your membership or contact information with any other person or disclose your password to any third parties or share it with any third parties. If, despite the foregoing, you lose control of your password, you may lose substantial control over your personally identifiable information and may be subject to legally binding actions taken on your behalf;

(e) Upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, harassing, bullying, defamatory, obscene, vulgar, invasive of another's privacy, hateful, discriminatory or otherwise objectionable;

(f) Create or maintain more than one active profile at a time. Each employer or applicant is allowed only one active profile in the database at any one time;

(g) Upload, post, email or otherwise transmit any content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements) or any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;

(h) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through this site;

(i) Upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software;

(j) Interfere with or disrupt (or attempt to interfere with or disrupt) this site or servers or networks connected to this site, or disobey any requirements, procedures, policies or regulations of networks connected to this site;

(k) Exhibit expressions of abuse, offensive language and imagery, obscenity, or pornography, including, but not limited to, child abuse, child pornography, depictions of minors engaged in sexual conduct or explicitly sexual situations, or any other material that could give rise to any civil or criminal liability under applicable state or federal law, or violating any laws or regulations of any governing body having jurisdiction over anannynetwork.com or its subsidiaries, affiliates or users;

(l) Have been convicted of any sexual or criminal offense in the past 10 years;

(m) Harm minors in any way.