

REFERRAL ASSISTANT 24

Service Agreement

Terms and Conditions of member benefits of Referral Assistant 24SM ("RA 24") offered by Cross Country Home Services, Inc. (CCHS), a Delaware corporation with offices at 1625 N.W. 136 Avenue, Suite 200, Fort Lauderdale, FL 33323, to the person specified in this Membership Guide and entitled to the benefits provided under the terms and conditions specified herein. Referral Assistant 24SM is a referral service only. Services are provided by independent tradespeople/contractors and arranged through CCHS.

1. Service and benefits:

a. The services which CCHS shall provide to you during the term of your Membership in RA 24 shall include the following home-related services:

- i) 24-hour emergency home referral assistance services;
- ii) access to the tradesperson referral network;
- iii) money-saving rebates on various home products and services;
- iv) Appliance Buyline® Discount Buying Service;

b. CCHS shall, at your request, provide a referral to a tradesperson (services are to be paid by you). CCHS shall not be deemed a merchant, manufacturer, vendor, tradesperson or contractor, warrantor or supplier of any product or service ordered by you and/or performed by a tradesperson or contractor referred to you.

c. CCHS reserves the right to change the terms and conditions of this Agreement at any time without notice. CCHS may cancel this Agreement upon 30 days written notice and refund the current month's Membership fee, or if applicable, the pro rata portion of any annual or quarterly payments.

2. Merchandise orders:

a. When you order a product from CCHS, CCHS acts as your agent in executing the order. CCHS is not the merchant, vendor, supplier, or manufacturer of any product. CCHS does not maintain inventory for any products, project, or take title to the product. You will receive an order confirmation which shows the actual vendor or supplier of the product.

b. When you pay for a product with your charge or credit card, CCHS will charge your account for the merchandise and then place the order with the vendor or supplier shown on the order confirmation. When you pay for a product by check, CCHS will place the order with the vendor or supplier after it receives good funds. The order confirmation will show the "Estimated Delivery Date" for the product which has been ordered. If CCHS becomes aware that the vendor or supplier will be unable to deliver the product before the Estimated Delivery Date, CCHS will inform you by telephone or mail of the revised delivery date.

3. Cancellation and return policy on merchandise orders:

a. Before the item has been shipped: You may cancel an order for a product at any time before the vendor or supplier has shipped the merchandise to you, and CCHS will refund the full amount which has been deposited with CCHS for the order. If an item has been shipped but not delivered, then a restocking fee will apply, which you will be responsible for.

b. After the order has been delivered: If you do not receive the correct item, you MUST call CCHS promptly at the toll free number and a CCHS representative will check the original order information to ensure that the correct item was ordered. If an incorrect item has been shipped, the CCHS representative will make all necessary arrangements for picking up the incorrect item and shipping the proper one. If the proper item has been delivered to you, you may return the item within 10 days of receipt and a restocking fee will apply.

c. Defective or non-working item: You MUST call CCHS within 30 days from actual delivery date. A CCHS representative may be able to identify and possibly correct the problem. If in fact the item is defective or non-working, the CCHS representative will make all necessary arrangements for picking up the defective item and shipping a new one.

4. Special order and personalized items: Special order items and personalized items are not returnable unless they are defective.

They may then be returned according to Section 3(c).

5. Availability of merchandise: CCHS does not guarantee the availability of any product. In the event that CCHS is unable to locate a vendor who can deliver the product

you have ordered, CCHS will promptly refund any money that you deposited with CCHS for the order.

6. Who may use: You agree that you will use CCHS only for your own behalf and for the members of your immediate family residing in your household.

7. LIABILITY: THE TRADESPEOPLE/CONTRACTORS IN THE SERVICE NETWORK ARE INDEPENDENT CONTRACTORS UNAFFILIATED WITH CCHS AND, ACCORDINGLY, (A) CCHS, ITS SUBSIDIARIES, AND AFFILIATES SHALL NOT HAVE ANY LIABILITY ARISING OUT OF ANY SERVICES DISPATCHED OR REFERRED UNDER YOUR MEMBERSHIP, NOR SHALL THEY HAVE ANY LIABILITY AS A PROVIDER OF ANY PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY LIABILITY FOR ANY DEFECTIVE PRODUCTS, SERVICES OR WORKMANSHIP ARISING OUT OF SERVICES OR PRODUCTS PROVIDED BY A VENDOR, TRADESPERSON AND/OR CONTRACTOR DISPATCHED OR REFERRED TO YOU UNDER YOUR MEMBERSHIP. CCHS MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD OR INFORMATION DELIVERED OR PROVIDED TO YOU EXCEPT AS SET FORTH IN PARAGRAPH 10, INCLUDING ANY WARRANTY FOR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND CCHS SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES. CCHS' LIABILITY TO YOU SHALL IN NO EVENT EXCEED THE AMOUNT OF THE CCHS MEMBERSHIP FEE, EXCEPT AS SET FORTH IN PARAGRAPH 10. (B) CCHS SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED IN ANY FREE PUBLICATION OR GUIDE. (C) INFORMATION IN ANY FREE PUBLICATION GUIDES AND INFORMATION ON PRODUCT MANUFACTURERS, MODEL NUMBERS, PRICES, ACCESS NUMBERS AND PROCEDURES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ANY REFERRAL MADE UNDER THIS PROGRAM IS VALID ONLY FOR 30 DAYS FROM THE DATE OF INITIAL REFERRAL, AND TRADESPERSON REFERRAL ACCESS NUMBERS ARE SUBJECT TO

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CHANGE WITHOUT NOTICE. (D) CCHS MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS SET FORTH IN PARAGRAPH 10, WITH RESPECT TO THE PERFORMANCE OF ANY VENDOR, TRADESPERSON AND/OR CONTRACTOR ACCESSED THROUGH THE CCHS NETWORK OR REFERRED BY CCHS. ANY CLAIMS FOR DAMAGE TO THE PROPERTY OR PERSON OF A MEMBER MUST BE FILED DIRECTLY AGAINST THE VENDOR, TRADESPERSON OR CONTRACTOR. (E) CCHS SHALL NOT HAVE ANY LIABILITY FOR ANY DELAY IN DELIVERY OR SERVICE FOR ANY CAUSE BEYOND THE RESPECTIVE CONTROL OF CCHS, INCLUDING WITHOUT LIMITATION DELAY DUE TO UNION DISPUTES, FACTORY PRODUCTION SCHEDULING OR FORCE MAJEURE; AND (F) CCHS SHALL NOT HAVE ANY LIABILITY FOR INFORMATION FURNISHED THROUGH THE TECHNICAL SUPPORT HOTLINE.

8. GOVERNING LAW: These Terms and Conditions, and the rights and obligations stated hereunder, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions.

9. MANDATORY ARBITRATION: ALL DISPUTES, CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO TERMS AND CONDITIONS, INCLUDING THE NEGOTIATION THEREOF, ("DISPUTES") NOT RESOLVED AMICABLY BETWEEN THE PARTIES SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION CONDUCTED IN THE COMMONWEALTH OF MASSACHUSETTS OR OTHER MUTUALLY AGREED LOCATION, BY ONE NEUTRAL ARBITRATOR, IN ACCORDANCE WITH THIS AGREEMENT AND THE THEN CURRENT COMMERCIAL ARBITRATION RULES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES OF THE AMERICAN ARBITRATOR ASSOCIATION ("AAA"). The arbitrability of Disputes, including any dispute over the interpretation, scope, or validity of this contract or the arbitration clause, shall also be determined by the arbitrator. The parties shall share the filing and other administrative fees of the AAA and the expenses of the arbitrator in accordance with the applicable Supplementary Procedures for Consumer-Related Disputes of the AAA. Copies of the applicable rules of the AAA may be obtained by mail from the American Arbitration Association, Attn: Customer Service, 355 Madison Ave., 10th Floor, NY, NY 10017-4605 or on the Internet at <http://www.adr.org>. Judgment upon an award may be entered in any Court having competent jurisdiction. Unless otherwise required by statute or other law, the arbitrator shall not have the power to award any damages in excess of the liability limitations set forth in this Agreement. Each party shall bear the expense of their respective attorneys', experts' and witness fees, regardless of which party prevails in the arbitration. To make a claim in connection with your rights hereunder, you must notify CCHS within 30 days of the event giving rise to such claim and you must file your demand for arbitration within one year of such event. If a Dispute is not submitted within such time (time being of the essence), the party seeking to arbitrate the Dispute shall waive and lose all rights and remedies with respect to the Dispute. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"). If any portion of this Arbitration Provision is deemed invalid or unenforceable under the FAA, it shall not invalidate the remaining portions of this Arbitration Provision.

10. Renewal and cancellation: Your Membership will be billed annually, monthly or three consecutive payments, as per arrangements made at the time of enrollment. You have the right to terminate your Membership at any time and receive a refund of the current month's fee (or, if applicable, the pro rata portion of any payments). Your Membership will be automatically renewed annually at the then current rate. You may cancel your Membership by calling and returning your Membership card and Membership materials to Cross Country Home Services, Inc., P.O. Box 550607, Fort Lauderdale, Florida 33355.

11. Repair guarantee: If any repair service for major appliances, plumbing, electrical, heating or air conditioning which is initially referred to you under the program fails within 90 days of the original repair due to improper workmanship with respect to that specific repair, CCHS will either provide those services necessary to correct the repair previously performed or refund any amounts paid by you up to the cost of the original repair, at its option. This guarantee does not apply to faulty parts, repairs required beyond the scope of work initially performed or repair services other than those specifically described in the previous sentence. This guarantee only applies to repairs up to \$1,000 and does not apply to home improvement, remodeling and/or maintenance projects. Notwithstanding any of the foregoing, CCHS assumes no responsibility for any acts or omissions of any vendor, tradesperson or contractor, except as expressly provided in this paragraph.

12. Preferred pricing: Experience has demonstrated that the rates charged to CCHS and its customers by tradespersons or contractors in the network (major appliance, plumbing, electrical, heating and air conditioning trades) generally range up to 15% or more off regular full residential rates for normal ordinary course work. Actual discount provided may vary by trade and by locale.

13. Voidance of warranties: Please note that in certain cases work performed by an independent tradesperson/contractor or undertaken by you pursuant to the advice of the technical support hotline may void a guarantee or warranty you may have by a manufacturer, retailer or other provider. Please make certain that before you select a tradesperson/contractor or otherwise undertake to make a repair that such work will not violate such guarantee or warranty. CCHS shall not be liable or assume responsibility for voidance of any such guarantee or warranty.