

2Busy4Errands

Terms & Conditions

Last Updated December 26, 2008

2Busy4Errands ("2Busy4Errands") owns and operates the Internet site through Kusman Enterprises located at <http://www.2Busy4Errands.com>, <http://www.2Busy4Errand.com>, <http://www.TooBusyForErrands.com>, <http://www.TooBusyForErrand.com> and <http://www.2B4E.com> (The "Sites") located on servers in the United States. By accessing, browsing and/or using the pages in this Site, you agree to these terms and conditions ("Terms and Conditions") and you attest that you are at least 18 years of age. THIS AGREEMENT CONTAINS DISCLAIMER AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU. If you do not agree to these Terms and Conditions, do not access, browse or use this Site.

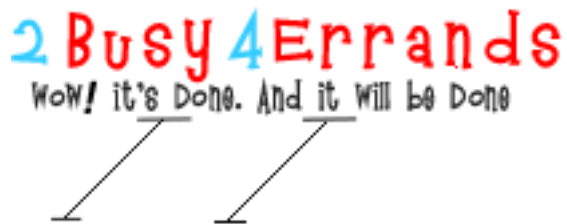
- **General** – If 2Busy4Errands can not gain access to the client's residence or place of business, the client will be charged the full cost of the service. For home watch services, the owner will provide necessary keys, gate access codes, subdivision entry passes, and alarm codes in order to complete the scheduled services.
- **Hours** – We request that you provide at least 24 - 48 hours lead-time on all requests. However, last minute requests will be accommodated if possible. We will always do our best to fulfill requests for service as soon as possible, on a-first come, first serve basis.

Request outside of standard business hours of 7:00 A.M to 5:00 P.M. is charged at a rate of \$40.00/hr

- **Payment, Rates & Credit Cards** - Credit Card or Cash as deposit is acceptable to start services. We accept cash, personal check and all major credit cards, American Express, Visa, MasterCard and Discovery. Check made payable to *2Busy4Errands*.

Special Deals must be purchased in advance. There would be No refund after 3(three) months of purchase not using of services.

2Busy4Errands reserves the right to change, modify, add or remove portions of the TERMS & CONDITIONS under which our website is presented without your consent. Please check periodically for changes. Your continued use and/or access to our website following changes to this Terms & Conditions will mean that you accept those changes.



There is a 10% fee on all out-of-pocket reimbursements, service charges incurred such as dry cleaning, groceries, etc. Larger fees (over \$100) will be required in advance with a check made out to providing business.

A major credit card may be held as a security deposit upon request of services.

\$40.00 (Forty Dollars) fee assesses for returned checks in addition to fees/charges imposed by banking institution.

Any prices listed by 2Busy4Errands do not include charges for third party vendors or merchandise purchased to complete the service request.

All personal and credit card information collected by 2Busy4Errands will be gathered for the purpose of providing concierge services and billing the client for services rendered.

2Busy4Errands reserves the right to make all final decisions on services and related costs. No refunds will be given.

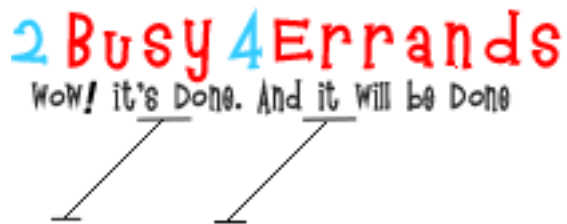
2Busy4Errands has the right to change the prices at anytime without a further notice. 2Busy4Errands will inform our current and new clients about the new prices with our discretions.

- **Cancellations & Refunds** - Cancellations require 24 hours notice. Failure to cancel services will result in full service charge to your credit card. Cancellation less than 24 hours from the scheduled service are subject to a one-hour service charge of **\$30.00 cancellation fee**. Exception for the Special Circumstances packages, which will be charged in full when the service requested. Sorry, No Refund at any other circumstances.

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- **Limitation on Liability** -Except in jurisdictions where such provisions are restricted, in no event will 2Busy4Errands be liable to you for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, even if 2Busy4Errands has been advised of the possibility of such damages.

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2Busy4Errands maintains the right to refuse any business or service or request it feels is unsafe, unsuitable, and illegal for its employees.

- **Warranties and Limitations of liability** – 2Busy4Errands does not provide any warranties unless stated otherwise on the website and service agreements.

2Busy4Errands warrants to the Client that 2Busy4Errands, Inc. shall use reasonable endeavors to provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with the Clients requests and instructions from time to time.

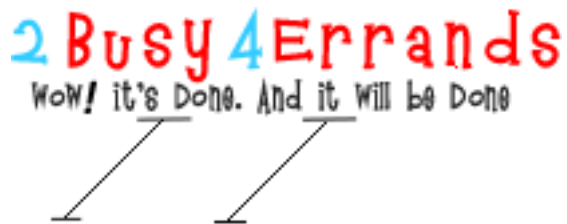
Where 2Busy4Errands supply the Client with any goods or Services supplied by a third party, 2Busy4Errands does not give any warranty, guarantee, representation or other terms as to the quality, merchantability, fitness for a particular use or otherwise of the goods or Services and the Client shall be required to seek compensation for any loss or damage suffered from such third party direct.

2Busy4Errands does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the Services and the Client is deemed to be responsible for, and shall use its own skill and judgment as to the quality, value and suitability of any such information and suggestions and in relation to deciding whether to enter into any Contract with any third party for the supply of Services or sale of goods.

2Busy4Errands shall not be liable or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure, any of 2Busy4Errands.'s obligations in relation to the Services, if the delay or failure was due to any cause beyond 2Busy4Errands.'s reasonable control.

Subject to the provisions of this clause, 2Busy4Errands's maximum liability to the Client for breach of any of its obligations hereunder shall be limited to the value of the Charge (provided that the Charge has at such time been paid by the Client in full). In no event

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shall the total aggregate liability for 2Busy4Errands exceed the amounts paid by Client for the products or services.

- **DISPUTE RESOLUTION** - If a dispute should arise, that is located in the United States, then the dispute will be governed by the laws of the State of California without regard to its conflict of law provisions and you consent to personal jurisdiction, and agree to bring all actions, exclusively in state and federal courts located in San Mateo County in the state of California.

You agree to waive any right you may have to commence or participate in any class action against us related to any claim and, where applicable, you also agree to opt out of any class proceedings against us. Notwithstanding the foregoing, we reserve the right to pursue the protection of intellectual property rights and confidential information through injunctive or other equitable relief through the courts.

- **2Busy4Errands Website** - 2Busy4Errands Website is provided on an "AS IS" and "AS AVAILABLE" basis.

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If there is an error or typo on the website, please e-mail it to info@Kusmansenterprise.com. We would not take any responsibilities on our part.

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