

HSN PARTNER PORTAL TERMS AND CONDITIONS

The HSN Partner Portal is available only to HSN guests and vendors ("Partners") with an authorized vendor number and to which HSN has granted access. The Partner is responsible for ensuring that the use of the HSN Partner Portal by its respective employees, agents, and representatives ("Partner Representatives") conforms to these HSN Partner Portal Terms and Conditions ("Terms and Conditions") and that such Partner Representatives shall be bound by these Terms and Conditions. Only Partners with a current Partner number and account will be given access to use the HSN Partner Portal. HSN reserves the right to remove or deny access to the HSN Partner Portal by a specific Partner or Partner Representative at any time without notice.

The HSN Partner Portal displays general information available to all Partners and Partner-specific information available only to the Partner. Access to account, purchase order, forecasts, and other Partner-specific information published on the HSN Partner Portal is limited to authorized Partner Representatives of the Partner in question. Unauthorized access is strictly prohibited. By accessing the HSN Partner Portal, the Partner agrees to be bound by these Terms and Conditions.

Forward-Looking Statements Disclaimer

The information in the HSN Partner Portal or referred to herein could constitute forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995, such as statements regarding HSN's future financial performance, business prospects and strategy, the realization of benefits anticipated from HSN's recent spin-off, anticipated financial position, liquidity and capital needs and other similar matters. These forward-looking statements are based on HSN's current expectations and are subject to a number of risks, uncertainties, and assumptions. Should one or more of these risks or uncertainties materialize, or should the underlying assumptions prove incorrect, actual results may differ significantly from results expressed or implied in any forward-looking statements that we make in the HSN Partner Portal or the materials referred to herein. These risks, uncertainties, and assumptions are detailed in documents filed by HSN with the U.S. Securities and Exchange Commission.

Historical Information May Not be Updated

Corporate information posted to the HSN Partner Portal is as of the date posted and for historical purposes only. HSN does not update and users should not expect that any informational item posted herein will be updated in any way for subsequent events or changes in circumstances.

HSN Portal Rights and Restrictions

Partner has no ownership rights in the HSN Partner Portal but has a non-transferable license to access the HSN Partner Portal for business purposes and to use, download, and copy Partner's account information and general information about doing business with HSN solely to facilitate Partner's business with HSN.

Confidentiality

Partner acknowledges that the HSN Partner Portal contains proprietary and confidential information of HSN, and Partner agrees to maintain the confidentiality of the HSN Partner Portal and all content contained therein. Partner agrees to not permit or allow any third party to use or access the HSN Partner Portal and or its username(s) and password(s), which it further agrees to keep confidential and secure. Partner shall not use any proprietary or confidential information contained on the HSN Partner Portal for any purpose other than to conduct Partner's business with HSN. Partner will not publish, display, disclose, modify, distribute, or create derivative works based on the HSN Partner Portal or any part thereof other than in the regular course of business with HSN. Partner shall not reverse engineer, decompile, translate, adapt, or disassemble the HSN Partner Portal or any part thereof.

Use of Information

The Partner hereby agrees that the Partner shall not use any information contained in HSN Partner Portal in any claims, proceedings, suits, or actions against HSN, its customers, or affiliates. The Partner may not post, publish, reproduce, transmit, or otherwise distribute information or material on the HSN Partner Portal (a) that could give rise to civil or criminal liability, or which violate local, state, or federal laws,

including, but not limited to, participation in fraudulent schemes and the transmission of any content that infringes on any patent, trademark, trade secret, copyright, or other proprietary rights of any party; or (b) in a way that is contrary to law or which would adversely affect use of the HSN Partner Portal or the Internet by other users including the posting or transmitting of other information or software containing viruses or other disruptive components.

Links

Links to other Internet sites operated by third parties, including HSN vendors, do not constitute sponsorship, endorsement, or approval by HSN of the content, policies, or practices of such linked sites. HSN is not responsible for the availability, content, timeliness, security, policies, or practices of linked sites, including, without limitation, the accuracy of content on linked sites and practices of linked sites. It is the Partner's responsibility to verify any information contained within the links before relying on it. HSN provides links to the Partner only as a convenience, and the inclusion of any link does not imply endorsement, investigation, or verification by HSN of the linked site. The Partner's use of the linked sites may be subject to terms and conditions contained in these web sites, which the Partner should locate and review.

Availability

The HSN Partner Portal is generally available twenty-four hours a day, seven days a week. HSN reserves the right to conduct regular system maintenance and will attempt to minimize service disruptions by scheduling these maintenance windows during off-peak times. The HSN Partner Portal may not be available when there are general system issues. These occurrences are unforeseen and beyond HSN's control. HSN will make reasonable efforts to keep the Partner informed of any contingency plans should the HSN Partner Portal be unavailable for an extended period of time.

Viruses and Other Malicious Software

HSN assumes no responsibility and shall not be liable for any damages to or viruses that may infect the Partner's computer equipment or other property on account of the Partner's access to or use of the HSN Partner Portal or the Partner's downloading of any materials, data, text, or images from the HSN Partner Portal.

Indemnification

Partner agrees to indemnify, defend, and hold harmless HSN, its subsidiaries and affiliates, and each of its and their officers, directors, employees, and agents, from and against all claims, demands, liabilities, damages, losses, or expenses, including attorneys' fees and costs, arising out of or related to Partner's improper access to or use of the HSN Partner Portal, or any violation by Partner of these Terms and Conditions.

No Warranty

Partner acknowledges that the HSN Partner Portal is provided for Partner's convenience only. Partner's use of the HSN Partner Portal is provided on an "as is" and "as available" basis. HSN does not warrant that the HSN Partner Portal will meet any requirements or needs Partner may have, or that the HSN Partner Portal will operate error free or in an uninterrupted fashion. HSN does not warrant that any defects or errors in the HSN Partner Portal will be corrected.

While HSN uses reasonable efforts to include accurate and up-to-date information on the HSN Partner Portal, Partners use and view this site at their own risk. Nothing contained in the HSN Partner Portal, including account, purchase order, or other information, shall add to or change any contract for products or services the Partner may have with HSN or its affiliates. If account, purchase order, or other information provided by HSN on the HSN Partner Portal is inaccurate, the Partner's sole remedy is to review the discrepancy with HSN for reconciliation in accordance with the existing Master Terms & Conditions between the Partner and HSN or any other similar agreement, as well as these Terms and Conditions.

Neither HSN, its affiliates, nor any other party involved in creating, producing, or delivering the HSN Partner Portal is liable for any direct, indirect, incidental, special, consequential, punitive, or other

damages whatsoever including business interruption, loss of use, data, information, profits (regardless of the form of action, including but not limited to contract, negligence or other tortious act) arising out of or in connection with the Partner's access or use of the HSN Partner Portal even if HSN has been advised of or foresees the possibility of any damages occurring. Changes or updates to the contents of the HSN Partner Portal may occur without notice.

No Waiver

HSN's failure to insist upon or enforce strict performance of any provision of these Terms and Conditions shall not be construed as a waiver of any provision or rights contained in these Terms and Conditions.

Termination

These Terms and Conditions will immediately and automatically terminate without notice if Partner fails to comply with any term or condition herein, if Partner's account is terminated, or for any other reason at HSN's sole discretion. Upon such termination, Partner's password will no longer be valid, and Partner shall no longer have the right to use or access the HSN Partner Portal. All provisions relating to confidentiality, ownership rights, and non-disclosure shall survive the termination of these Terms and Conditions.

Conflicts with Other Agreements

To the extent that there is any conflict between the Master Terms & Conditions between Partner and HSN and these Terms and Conditions, the terms of the Master Terms & Conditions shall prevail.

Revisions

HSN may, at any time, at its sole discretion, and without prior notice, update and revise these Terms and Conditions. Each Partner is responsible for reviewing these Terms and Conditions each time it accesses the HSN Partner Portal.

Governing Law

By visiting and using the HSN Partner Portal, the Partner agrees that these Terms and Conditions shall be governed by the laws of the State of Florida and the federal laws of the United States applicable therein, and the Partner agrees to be bound by the laws of these jurisdictions.

*These HSN Partner Portal Terms and Conditions were last updated on **August 29, 2008**.*