

Sitterville, LLC. Terms of Use

IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO THE BINDING ARBITRATION AGREEMENT AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 13.

Acceptance of Terms of Use

Please read these Terms of Use ("Terms") and any applicable additional terms carefully before using the Sitterville, LLC ("Sitterville," "we," "us") site or the services. By accessing, browsing, or using the Site or Service, you acknowledge that you have read, understood, and agree to be bound by these Terms and any applicable Additional terms in their entirety whether or not you register as a user of the Site or Services ("Registe4red Users").

- **This Agreement contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against Sitterville to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Section 13 "Agreement to Arbitrate") no later than 30 days after the date you first use the Sitterville Site or Services. Unless you opt out: (1) you will only be permitted to pursue claims against Sitterville on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**
- These Terms include the **Sitterville Privacy Policy**, which is incorporated herein. If you object to anything in these Terms, the **Privacy Policy**, or any applicable Additional Terms, do not use the Site or the Services.
- These Terms are subject to change by Sitterville at any time, subject to the following notification process. We will notify you about material changes in these Terms by sending a notice to the email address registered in your account, or by placing a prominent notice on our Site, so that you can choose whether to continue using our Services. Material changes will go into effect no less than 30 days after we notify you. Non-material changes or clarifications will take effect immediately upon posting of the updated Terms on our Site. You should periodically check Sitterville terms-of-use for updates. Any use of the Site or the Services by you after the effective date of any changes will constitute your acceptance of such changes. These Terms supersede all prior versions of the Terms.
- For purposes of these Terms, and except to the extent expressly excluded below, the "Site" shall mean www.Sitterville and any other websites, web pages, mobile applications and mobile websites operated by Sitterville, Inc. ("Sitterville" or "we") in the United States, and the "Services" shall mean any of the various services that Sitterville provides through the Site or any other channels, including without limitation, over the telephone. The "Site" and "Services" also include certain sites and services offered through Sitterville's subsidiary, Care Concierge, Inc. ("Care Concierge"), formerly known as Parents in a Pinch, Inc., to the extent explicitly described in these Terms.

However, the terms "Site" and "Services" do not include or involve the following:

- Websites, web pages, mobile applications, and mobile websites (and services offered through such channels) operated by Sitterville's other subsidiaries, The sites and services offered by such other subsidiaries are subject to separate terms to which users of such sites and services must separately agree and which can be found on their respective sites and/or service materials or within the relevant mobile applications.

Sitterville, LLC. Terms of Use

- Websites, web pages, mobile applications, and mobile websites (and services offered through such channels) operated by Sitterville which have separate terms of service that do not expressly incorporate these Terms by reference.
 - Third-party entities such as childcare centers, nanny agencies, in-home care agencies and other corporate care providers that may use the Sitterville Site or Services to market their services and/or recruit employees.
1. Description of Services; Limitations; User Responsibilities
 2. Eligibility to Use the Site and Services
 3. Rules For User Conduct and Use of Services
 4. Background and Verification Checks
 5. Termination
 6. Privacy
 7. Links to External Sites
 8. Payment and Refund Policy
 9. Release of Liability for Conduct and Disputes
 10. Age Restrictions
 11. Disclaimers; Limitations; Waivers; and Indemnification
 12. Copyright Notices/Complaints
 13. Agreement to Arbitrate
 14. Governing Law and Jurisdiction
 15. Consent to Electronic Communication
 16. Miscellaneous
 17. Severability
 18. Contact Information

1. Description of Services; Limitations; User Responsibilities

Sitterville provides an online platform that connects parents seeking childcare services with potential nannies. We do not provide or employ nannies directly. The nannies are not our subcontractors or employees, but rather independent service providers.

1.1 About Our Services

Sitterville, LLC. ("Sitterville", "we", "us", "our") is an online platform that connects families ("Seekers") seeking childcare services with individuals ("Providers") offering such services. Our Services include, but are not limited to, a platform to post and respond to job posts, communicate with other users, and process payments.

1.2 Limitations of Our Services

Our role is strictly limited to being an intermediary between Seekers and Providers. We do not employ, recommend, or endorse any users, nor do we make any representations about the reliability, trustworthiness, or suitability of any users. We do not control the content posted by users and do not guarantee the accuracy or quality of such content. Any agreement for childcare services is between the Seeker and Provider and we are not a party to it.

Sitterville, LLC. Terms of Use

1.3 User Responsibilities

Users are responsible for interviewing, vetting, selecting, and managing their relationship with other users. They are also responsible for compliance with applicable laws and regulations.

2. Eligibility to Use the site and services

You must be at least 18 years old to register and use our Services. By using our Services, you warrant that you have the right, authority, and capacity to enter into these Terms of Service and to abide by all of the terms and conditions set forth herein.

3. Rules for user conduct and use of services

3.1 Registration, posting, and content restrictions

When registering and creating a profile, you agree to provide accurate, current, and complete information about yourself. You also agree not to post any content that is unlawful, offensive, threatening, defamatory, or otherwise inappropriate.

3.2 Exclusive Use

Your account is for your personal use only. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity.

3.3 Prohibited Use

You may not use the Services for any illegal or unauthorized purpose. You agree to comply with all laws, rules, and regulations applicable to your use of the Services.

4. Background and Verification Checks

4.1-4.7 Background Checks

We offer users the ability to order background checks on themselves and to share the results with other users. However, we do not guarantee the accuracy, completeness, or timeliness of the results. Further, we may order and use background checks about Seekers or Providers for the purpose of protecting our community and enforcing our policies. Please note that certain responsibilities are imposed on users under the Fair Credit Reporting Act ("FCRA").

4.1. Providers may order or authorize background checks about themselves through Sitterville and may authorize the sharing of such information with Seekers.

4.2. Background check offerings are also available to individuals who may not have registered as Sitterville Providers or Seekers.

4.3. Users of background screening should be aware of their responsibilities under the Fair Credit Reporting Act (FCRA). It is the user's responsibility to understand and comply with the FCRA and all other applicable laws in their use of background screening reports.

4.4. Sitterville.net may review and use the results of background checks ordered by a Provider or Seeker or authorized by a Provider or Seeker.

Sitterville, LLC. Terms of Use

4.5. Sitterville may order and use background screenings about a Seeker or Provider for the purposes of safeguarding the integrity of the platform and its users.

4.6. Sitterville may regularly verify your identity and the accuracy of your representations and warranties. This could involve using third-party services to verify the information you provide to us.

4.7. Important Limitations About Background Checks; Release of Liability for Results of Background Checks, Internal Background Checks, and Verification Checks: Background checks are subject to limitations and may not reveal the entire past of an individual. Sitterville, its affiliates, and Service Providers do not assume any responsibility for the accuracy or reliability of background check information. By using Sitterville, you agree to hold Sitterville harmless for any damage that may result from the use of these background checks.

5. Termination

We may, in our discretion, with or without cause, with or without prior notice, terminate these Terms of Service, terminate your access to the Services, deactivate your account, and delete all related information and files in your account.

6. Privacy

Please refer to our Privacy Policy for information on how we collect, use, and disclose your personal information.

7. Links to external sites

The Services may contain links to other websites or resources. We are not responsible for the content, products, or services on or available from those websites or resources.

8. Payment and Refund Policy

Please refer to our Payment and Refund Policy for information on how we handle transactions, automatic subscription renewals, and refunds.

9. Release of Liability for conduct and disputes

We are not liable for any actions or conduct of any users or for any disputes that arise between users. If you have a dispute with one or more users, you release us from claims, demands, and damages of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

10. Age restrictions

The Services are intended solely for persons who are 18 or older. By using the Services, you represent and warrant that you are 18 or older.

11. Disclaimers; Limitations; Waivers; Indemnification

11.1 No Warranty

We disclaim all warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Sitterville, LLC. Terms of Use

11.2 Assumption of Risk

You assume all risks when using the Services, including but not limited to all of the risks associated with any online or offline interactions with others.

11.3 Limitations of Liability

We shall not be liable for any damages, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to your conduct or the conduct of anyone else in connection with the use of the Services.

Incidental Damages and Aggregate Liability:

In no event will the Company be liable for any indirect, special, incidental, or consequential damages, losses, or expenses arising out of or relating to the use or inability to use our Service, including without limitation damages related to any information received from our Service, removal of user content from our Service, or any suspension or termination of your access to our Service, whether in an action in contract or tort, or under any other theory, even if we have been advised of the possibility of such damages. *UNDER NO CIRCUMSTANCES WILL SITTEVILLE'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID SITTEVILLE.NET FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$25.00.*

No Liability for non-Sitterville Actions: *IN NO EVENT WILL SITTEVILLE BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES OR ANY AGREEMENT OR RELATIONSHIP FORMED USING THE SITE OR SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER REGISTERED USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.*

The above limitations of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. You specifically acknowledge that Sitterville, LLC shall not be liable for user content or the defamatory, offensive, or illegal conduct of any third party and that the risk of harm or damage from the foregoing rests entirely with you.

In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Sitterville makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

Sitterville, LLC. Terms of Use

11.4 Indemnification

By agreeing to these Terms, users of the Site and Services agree to indemnify, defend and hold harmless Sitterville.net and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by Sitterville.net and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site, (ii) use of the Site or Services by you in violation of these Terms of Use or in violation of any applicable law, or (iii) any relationship or agreement formed with a Sitterville Seeker or Sitterville Provider using the Site or Services. Users further agree that they will cooperate as reasonably required in the defense of such claims. Sitterville and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of Sitterville.net. Users further agree to hold harmless Sitterville.net and its Affiliates from any claim arising from a third party's use of information or materials of any kind that users post to the Site

12. Copyright Notices/Complaints

In accordance with the Digital Millennium Copyright Act ("DMCA"), we respond to notices of alleged copyright infringement. If you believe your work has been infringed, please provide us with a written notice with the specific information required by the DMCA.

By using our services, you agree to the terms of these Terms of Service.

Please contact us at support@sitterville.net for any questions or concerns regarding these terms.

13. Agreement to Arbitrate

13.1 Agreement to Arbitrate

You and Sitterville, LLC agree that all claims and disputes relating in any way to your use of the Service, or arising out of this agreement, including any tort claims, will be resolved by final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

13.2 Prohibition of Class and Representative Actions and Non-Individualized Relief

You and Sitterville, LLC agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class, consolidated, or representative action. Unless both you and Sitterville, LLC agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

13.3 Pre-Arbitration Dispute Resolution

Before you commence arbitration against Sitterville, LLC, you must first present a detailed written dispute to us and allow us an opportunity to resolve the dispute.

13.4 Arbitration Procedures

Any arbitration between you and Sitterville, LLC will be governed by the Federal Arbitration Act, and by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes of the American Arbitration Association.

13.5 Costs of Arbitration

Sitterville, LLC. Terms of Use

Unless otherwise determined by the arbitrator, all costs of arbitration will be shared equally between you and Sitterville, LLC.

13.6 Confidentiality

All aspects of the arbitration proceeding, including, but not limited to, the award of the arbitrator and compliance therewith, shall be strictly confidential.

13.7 Opt-Out Procedure

You can choose to reject this Agreement to Arbitrate ("opt-out") by mailing us a written opt-out notice ("Opt-Out Notice"). The Opt-Out Notice must be postmarked no later than 30 days after the date you accept this Agreement for the first time.

13.8 Future Changes to this Arbitration Agreement

Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending us written notice within 30 days of the change.

14. Governing Law and Jurisdiction

These Terms of Service and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

15. Consent to Electronic Communication

By using the Services, you consent to receiving electronic communications from Sitterville, LLC. These communications may include notices about your account and information concerning or related to our Services.

16. Miscellaneous

This Agreement constitutes the entire agreement between you and Sitterville, LLC regarding the use of the Services. The failure of Sitterville, LLC to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

17. Severability

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

18. Contact Information

If you have any questions about this Agreement, please contact us at support@sitterville.net.