

TERMS OF USE

1. BINDING AGREEMENT

PLEASE READ THE ENTIRE NANNYCARE.COM WEB SITE USE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THIS SITE. This Agreement is a binding legal contract between NannyCare.com otherwise known as Worldwide Nanny Inc. ("WWNI", "Corporation", "we", "us" or "our") and you, otherwise known as ("you", "your", "member", "user", "Provider", "Parents", "Family", "Nanny" or "Caregiver") that governs your use of one or more of NannyCare.com's professional portals, including, without limitation, all content such as text, information, images, applications and audio (collectively, "Content") and all services ("Services") made available to you through the NannyCare.com member areas. "Services" shall mean any of the various services that NannyCare.com offers through the Site or any other channels or portals, including without limitation, over the telephone, Skype, FaceTime, fax or video. The Site and the Content and Services are collectively referred to herein as the "Site". For the purpose of this agreement, "Site" refers to the pages within the NannyCare.com website and any other websites, website pages, mobile applications and/or mobile friendly websites owned and operated by NannyCare.com.

NannyCare.com works with third party partners and vendors (for example, background checking services, nanny tax services, nanny training programs and CPR/First Aid certification services) where members may be required to agree to certain conditions of using those Services ("Additional Terms"). In those cases, the Additional Terms will be found in those individual company's materials whether online or printed.

By using the NannyCare.com website in any manner whatsoever, you indicate your acceptance of this agreement. If you do not agree to this agreement, do not access or use this Site in any manner whatsoever. Whether or not you register as a user of the site, you accept these Terms and Conditions and any applicable Additional Terms in their entirety. The Terms and Conditions include the NannyCare.com Privacy Policy, which is incorporated herein. If you are a competitor of NannyCare.com you are not allowed to use our services for obvious unfair competition reasons.

2. OUR SERVICES

NannyCare.com offers Parents a way to find qualified, pre-screened, background checked Caregivers by using our site tool that allows Parents to narrow down their search and find Caregivers in their area that meet their job criteria. Parents can then buy credit packages (Basic is \$149 for 3 credits, Bronze is \$279 for 6 credits, Gold is \$429 for 10 credits and Platinum is \$749 for 20 credits) and contact any caregiver they wish by using one of their credits (one credit buys one Caregiver's contact information/email). Once a credit is used on a Caregiver, the Parent will then see the Caregiver's name, email and profile link in their account and can email the Caregiver directly. We do recommend that families use a separate email rather than their personal email so that they can track all candidates who are contacting them through the site. In addition to being able to contact Caregivers through buying credits, Parents also get a free 90 day job posting when they sign up for the Bronze, Gold and Platinum credit packages.

Caregivers that meet NannyCare.com's requirements as well as pass our background and references checks, will be able to list their profile on our site where Parents can contact them directly by email. We do recommend that all Caregivers use a separate email rather than their personal email so that they can track all job opportunities that are coming through the site. Caregivers can also email job postings that they are interested in. All nannies that register and pay the \$99 sign up fee will receive a 90 day free membership along with their background check. After the 90 day period, they can decide if they'd still like to be a member for only \$9.99/month.

3. MEMBER RESPONSIBILITY

NannyCare.com believes it does a thorough job of screening Caregivers over the phone or via Skype or FaceTime. Additionally, NannyCare.com verifies references provided by the Caregiver, checks identification as well as work status (in most cases this is a driver's license and social security card), makes sure the Caregiver has CPR/First Aid and runs a thorough background check. We believe this to be a thorough screening, however, our screening should never be a substitute for the Parent's duty to also screen any Caregiver they find on the site. In other words, Parents need to still do their due diligence and screen all Caregivers, not just make a job offer without meeting, interviewing, calling references and running their own background checks (as well as social media checks). We do all of our screening to narrow your search down so that you only meet qualified, experienced, serious Caregivers with great references, CPR/First Aid and clear criminal records. You will need to verify all information, certifications, references and background check information as well. Please read our safety related articles so that you can make safe, informed hiring decisions.

Nannies are responsible for asking the families the appropriate questions on the phone that will allow them to decide if they want to pursue their job and meet with them. All nannies should research any family before meeting with them in person. A simple Google search in most cases can confirm where they parent's live and what their occupations are. It is recommended that you first meet the family at a local coffee shop or park so that there are other people present. NannyCare.com also recommends that Caregivers ask the family for a personal reference before meeting with them in person. Please read our safety related articles for Caregivers so that you can safely find the right job position.

4. USER ELIGIBILITY

By using the Site, you represent that you have the right and authority to enter into these Terms and Conditions and you agree to abide by all of the Terms and Conditions represented hereof. You also represent that you are at least 18 years of age and legal to work in the United States. You further represent that neither you nor any member of your household has ever been the subject of a crime or arrested for any misdemeanor or any other legal action involving but not limited to violence, abuse, child endangerment, neglect, fraud, larceny, drugs or any other Federal crime such as kidnapping or robbery. Furthermore, you acknowledge that you are not a sex offender and have never been listed on any sex offender registry.

Users agree to only provide accurate, up-to-date, complete information when using the site. Additionally, users will only sign up by using their own legal name, even if they are helping someone else find care or employment. NannyCare.com can at any time in its sole discretion, can delete, review or edit any user content that violates these Terms and Conditions that might be offensive, illegal or violate any laws or threaten the safety of any other members.

5. MEMBER ONLY USE OF SITE

Each user may only use his/her account to find care and/or a job for themselves. You are responsible for all activity on your account. Members are not allowed to transfer your account to any other party and if caught doing so, will be charged accordingly. This means that you are not allowed to let anyone else use your account to contact nannies and/or find jobs

6.YOUR USE OF CONTENT

The Content within the Site includes copyrighted works proprietary to us or to third parties who have provided us with Content ("Content Providers"). You may download and print a single copy of the Content solely for your internal non-commercial use, provided that such Content must not be altered in any way and must contain all copyright and proprietary rights notices that accompany such Content. ANY UNAUTHORIZED OR UNAPPROVED USE OF ANY OF THE CONTENT CONSTITUTES COPYRIGHT

INFRINGEMENT AND SUBJECTS YOU AND YOUR SUBSCRIBER OR EMPLOYER TO ALL CIVIL AND CRIMINAL PENALTIES PROVIDED FOR UNDER DOMESTIC AND INTERNATIONAL COPYRIGHT, TRADEMARK, AND OTHER LAWS AND TREATIES. RSS feeds of content headlines, limited text and a source link (“RSS Content”) are available for downloading and displaying in their original form. You must use the RSS feeds as provided by NannyCare.com, and you may not edit or modify the text, content or links supplied by NannyCare.com which link to reader to access the original full length article on NannyCare.com (“Source Content”). The RSS Content may only be used with platforms that display a functional link that when accessed, takes the viewer directly to the Source Content on NannyCare.com. You may not use RSS Content in a way that does not directly link to the Source Content on NannyCare.com, including the use of redirect links, intermediate pages, splash pages, or other means that is not directly linking to the original Source Content on NannyCare.com

7. INTELLECTUAL SITE OWNERSHIP

You agree that we (or our Content Providers) own all worldwide rights, titles and interests in and to the Site and all intellectual property rights therein. No other rights or licenses, whether express, implied, arising by estoppel, or otherwise are conveyed or intended by this Agreement.

8. INTERACTIVE AREAS

You may be permitted to access and use the user generated content systems such as; profile creation, discussion forums, blogging systems, provider ratings and reviews, and other forms of electronic communications available through the Site (“Interactive Areas”). If you participate in or use any Interactive Area, you are responsible for your own communications and the consequences of posting your communications. If you choose to post material using such Interactive Areas, you agree to do so solely for lawful purposes and in compliance with all applicable laws. You expressly agree that we have no responsibility for or control over the content you may post on or using these Interactive Areas. We make no representation that your use of the Interactive Areas will comply with applicable laws or that they were designed to comply with the applicable laws. You also expressly agree that you will not post any material that: (1) is defamatory, libelous, abusive, or obscene, including, without limitation, material which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, federal, or international law; (2) infringes on the copyright or any other proprietary right of a third party; (3) would invade the privacy of any other person; (4) is intended to advertise to or solicit others without our express permission; (5) constitutes charity solicitations, chain letters or pyramid schemes; (6) contains a virus, worm, trojan horse, time bomb, or any other harmful program or component; or (7) does not generally pertain to the designated topic or theme of the Site. You further expressly agree that you will not: (a) after receiving warning, continue to post material which we have advised you not to post; (b) create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message; (c) post, generate or disseminate so-called “spam” or mass-mailings; (d) harvest or otherwise collect information about others, including email addresses, without their consent; (e) interfere with or disrupt networks connected to the Site, or used for purposes of delivering the Content or the Services (or violate the regulations, policies or procedures of such networks); (f) attempt to gain unauthorized access to restricted areas of the Site, computer systems or networks connected to the Site, through password mining or any other means; or (g) interfere with another user’s

use and enjoyment of the Site. (8) When posting a review or rating about a product, service or provider listed on the Site, your comments must be specific, written from your personal experience and intended to help other users of the site make more informed decisions. Any generalized attempt to damage the reputation of any product, service or provider listed on the Site may be removed at our sole discretion and you may be held personally liable by the individual or entity your comments affect. (9) We do not and are not responsible for screening or monitoring material posted by you or any other person or entity in Interactive Areas. If notified by one of our users of any material that is alleged not to conform to the terms of this Agreement, we may investigate the allegation and determine in our sole discretion to remove or request the removal of the material. We reserve the right to remove material that is abusive, illegal, disruptive, or that otherwise fails to conform to this Agreement. We reserve the right to edit or delete any material posted on our Site, regardless of whether such material violates these standards for content. We have no liability or responsibility to you or any other person or entity for performance or nonperformance of the screening activities set forth above.(10) We further do not represent, warrant or guarantee the truthfulness, accuracy, or reliability of any of the material posted in Interactive Areas. We also do not endorse any opinions expressed in Interactive Areas. YOU ACKNOWLEDGE THAT ANY RELIANCE ON CONTENT POSTED IN INTERACTIVE AREAS AND YOUR USE OF THOSE AREAS IS AT YOUR OWN RISK.(11) You hereby grant to us a non-exclusive, worldwide, royalty-free, perpetual license, with right to sub-license, to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any materials and other information you submit to the Interactive Areas by all means and in any media now known or hereafter developed for any use or purpose.

9. YOUR DECISIONS

When you become a NannyCare.com Member, you agree to receive emails from us, including but not limited to affiliate programs, special deals, newsletters and surveys. You can always opt-out of receiving these e-mails by going to your member area and clicking on "Privacy" in the drop down menu under "Profile" and then changing the status on "Emails and Notifications". There are certain administrative emails that you cannot opt out of including but not limited to notices required by law, regulations and servicing issues. NannyCare.com only allows members to communicate through their own personal email. Members are solely responsible for giving out their personal information to other members. If a caregiver decides to give out your phone number or address to another member (family member) then that is your choice. NannyCare.com runs a comprehensive background check on all caregiver members and requires each caregiver member to have CPR/First Aid. Caregiver members will decide when they would like to provide the background check and CPR/First Aid certification to the family. Caregivers are in charge of who views their personal information. The results of the background check will include personal information such as the caregiver's full name and past addresses. If the caregiver decides to show other members (family members) their background check which includes this personal information that is solely the caregiver's choice. This is holds true for the caregiver's drivers license, social security card and car insurance. Ultimately, all decisions regarding showing other members personal information is up to the caregiver members themselves. NannyCare.com will not accept any caregivers who have a misdemeanor (including DUI and DWI), felony or any type of crime on their record.

10. CHANGING YOUR INFORMATION

If your personal information changes, you may update this information by going to your account area and clicking on the information that you'd like to edit. If you'd like to delete or put your account on hold, simply emailing us at Support@NannyCare.com and make a request in writing. We will happily help you with that. If you want to delete your account, make sure you are definite that you will not be needing our services in the future since this action is not reversible.

11. YOUR PRIVATE INFORMATION

The information we collect may include: first name, last name, city, state, address, ZIP code, birth date, gender, phone, email address, work history, education institutions and other personal information. All of the information we collect is solely used to be able to offer you our company services. NannyCare.com will also need credit card information and billing address for things such as purchasing credit packages, subscription fees and possibly other promotions offered by NannyCare.com. If you are a company, corporation, agency, hotel or hospitality service, we may collect information including the tax ID, business location, organizations affiliated with, year of establishment, the number of employees and other company related information.

12. DISCLAIMERS

The Content is for informational and educational purposes only and is not a substitute for professional advice. We do not give professional advice. Your reliance upon content obtained by you on or through the site is solely at your own risk and is not intended to replace or substitute for any professional financial, medical, legal, caregiver related or other advice. NannyCare.com makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person by the information offered or provided within or through the site. If you have specific concerns or an issue arises in which you require professional or medical advice, you should consult with a professional and/or qualified specialist.

13. ADVERTISEMENT AND LINKS

The Site contains advertisements and other types of links to third party web sites (e.g., co-branding, links, links to services, reference links in Content). These third party web sites are not under our control and we are not responsible for any linked third party web sites or for the content, products and/or services they provide. YOUR USE OF LINKED THIRD PARTY WEB SITES IS AT YOUR RISK AND SUBJECT TO THE TERMS AND CONDITIONS OF USE FOR SUCH SITES. UNLESS EXPRESSLY STATED BY US, WE DO NOT RECOMMEND OR ENDORSE THE CONTENT, PARTICULAR PRODUCTS, SERVICES OR WEB SITES OF ANY THIRD PARTIES OR MAKE ANY DETERMINATION WHETHER ANY SUCH CONTENT, PRODUCT, SERVICE, OR WEB SITE MAY BE ACCURATE, NECESSARY OR APPROPRIATE FOR YOU OR FOR YOUR USE IN RENDERING CARE TO PATIENTS.

We use third-party advertising companies to serve ads when you visit our Web site. These companies may use aggregated information (not including your name, address, email address or telephonenumber) about your visits to this and other Web sites in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies, click here.

14. FORUMS

If you decide to use the blog on NannyCare.com, you should be aware that any personally information you submit could be used to send you spam or unsolicited messages. We are not responsible for any information you choose to voluntarily submit in this forum.

15. GENERAL DISCLAIMERS

THE SITE IS PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS, AND YOUR USE THEREOF IS AT YOUR OWN RISK. WE MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR WARRANTIES ARISING BY COURSE OF DEALING OR CUSTOM OF TRADE. WE MAKE NO REPRESENTATION OR WARRANTY THAT ANY CONTENT IS ACCURATE, COMPLETE, APPROPRIATE, RELIABLE, OR TIMELY. WE ALSO MAKE NO REPRESENTATIONS OR WARRANTIES THAT YOUR ACCESS TO AND USE OF THE SITE (1) WILL BE UNINTERRUPTED OR ERROR-FREE, (2) IS FREE OF VIRUSES, UNAUTHORIZED CODE, OR OTHER HARMFUL COMPONENTS, OR (3) IS COMPLETELY

SECURE. YOU ARE RESPONSIBLE FOR TAKING ALL PRECAUTIONS YOU BELIEVE NECESSARY OR ADVISABLE TO PROTECT YOU AGAINST ANY CLAIM, DAMAGE, LOSS OR HAZARD THAT MAY ARISE BY VIRTUE OF YOUR USE OF THE SITE. WHEN USING THE SITE, INFORMATION WILL BE TRANSMITTED OVER A MEDIUM THAT IS BEYOND THE CONTROL AND JURISDICTION OF NANNYCARE.COM AND ITS SUPPLIERS. ACCORDINGLY, NANNYCARE.COM ASSUMES NO LIABILITY FOR OR RELATING TO THE DELAY, FAILURE, INTERRUPTION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION TRANSMITTED IN CONNECTION WITH USE OF THE SITE. Some jurisdictions do not permit the exclusion or limitation of implied warranties. Therefore, only if required by applicable law, some or all of the exclusions or limitations above may not apply to you. You may have other rights from jurisdiction to jurisdiction.

16. REFUNDS

There are no refunds. NannyCare.com charges its caregiver members \$99.99 which includes the cost of their background check and a free 3 month membership. Thereafter, the caregiver can decide if they'd like to remain a member for \$9.99/month. Family members will buy one of four credit packages (Basic \$149, Bronze \$270, Gold \$429 and Platinum \$749) and be able to contact nannies. Each nanny contact is one credit. If the family does not use their credits within 90 days, they will expire. Families are also given a free 90 day job posting. Families are encouraged to post their free job posting immediately after signing up since the posting expires after 90 days. In the rare circumstance that NannyCare.com does issue a refund it will be at NannyCare.com's sole discretion.

17. BACKGROUND CHECKS

There are no refunds. NannyCare.com charges its caregiver members \$99.99 which includes NannyCare.com attempts to run a thorough background check on every nanny listed on our site. All nannies and caregivers sign our Disclosure & Authorization Form allowing us to run a background check on them. If the nanny has been married during the past 7 years then we will run both her maiden and married name, otherwise, we will only run her maiden name. The NannyCare.com background check conducts the following searches.

Social Security Address Trace Report- This is an instant check. It provides insight into the applicant's residency and movement patterns by returning the full name, age, and date of birth, complete address history and may contain dates and phone numbers at listed addresses. The data is crosschecked through the Social Security Death index which is designed to prevent stealing of a deceased person's identity.

Nationwide Criminal Intel Search & National Sex Offender Search- Usually instant. A powerful multi-jurisdictional search of state and county criminal records. This database is compiled from counties, Department of Corrections (DOC), Administration of the Court (AOC), and state sex offender registries from across the country. Also included in each search are national and international terrorism sources such as Office of Foreign Assets Control (OFAC). This search includes the National Sex & Violent Offender Database, P.R.I.O.R.S. And the Foreign Nationals Database (Global Report).

7 Year Unlimited County Criminal Search- Turn around time is 1-10 business days. A social security trace report is run and the system automatically pre-pulls and searches all counties returned on the SDN trace for the primary name and maiden name if they have been married during the past 7 years. Additional access fees may apply to certain counties
Federal Criminal Records Search In Main County Resided in Over Past 7 Years- Turn around time is usually 12-48 hours. Returns Federal Criminal Filings/Records. Helps identify convictions for crimes that may not fall under state or local-laws. Examples of records returned are: Kidnapping, bank robbery and counterfeiting.

Motor Vehicle Report (MVR)- [If applicable. If the nanny does not drive, then we will not run this]. Usually instant. Searches information compiled from an individual state's Department of Motor Vehicles. Reports access 3-7 years of license data or longer (depending on the state) and may include such information as license status, suspensions, revocations, moving violations,

DUI's, point accumulation, chargeable accidents, court appearances and departmental actions. There are certain limitations on background checks. It's important to understand that background checks are not always accurate and may not reveal a person's complete criminal history. With that said, we can do our best and attempt to find anything that might be there. NannyCare uses a third party to run comprehensive background checks on all nannies listed on it's site. It's important to understand that there are limitations to criminal record searches per state. This is due to each state having variations in laws as well as variations in state and county criminal record reporting systems. A well known factor is that many states prohibit reporting records that are more than seven years old. In some states, such as California, Kentucky, New Mexico, and New York, vendors can only report criminal convictions (not arrest or other non-conviction information, no matter how old it is). Some states, such as Massachusetts, New Hampshire, and New Jersey and various counties in Illinois and Michigan, the vendor does not search every courthouse. In states where all courthouses are not searched, only certain felonies and some gross misdemeanors (in the case of New Jersey), are revealed. There are also additional limitations in certain jurisdictions on the federal level. Furthermore, if the person being checked provides false information related to their home address, social security number, date of birth and name, the check will be ran with incorrect information and this can highly impact the results and validity of the check. Lastly, there is always human and electronic error that can effect results. If information is put in inaccurately or there is incomplete reporting, the results can be be invalid. To put it simply, even the most thorough, comprehensive background check may not disclose the presence of a criminal record. We believe that every family should conduct a thorough background check on their nanny or caregiver. We believe that our background check is very thorough and try our best to uncover any red flags. With that said, background checks are not always accurate and they should not solely be relied on to determine a peron's complete criminal history. A background check is a good indicator of a person's history but should just be one part of the hiring process. We strongly recommend that a background check only be used as one part of a candidate selection and hiring process. A background check is not a substitution for interviewing & screening candidates and references should always be verifying. Parent's should always conduct in-person interviews, obtain copies of the applicant's identification (such as social security card and driver's license), verify references, conduct social media searches and continue to monitor any person they hire to care for their children.

18. EXCLUSION OF DAMAGES

UNDER NO CIRCUMSTANCES WHATSOEVER WILL WE BE RESPONSIBLE OR LIABLE TO YOU OR ANY OTHER ENTITY FOR ANY DIRECT, COMPENSATORY, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST BUSINESS OPPORTUNITIES), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT RESULT FROM NEGLIGENCE, INJURY OR RELATE IN ANY MANNER WHATSOEVER TO (1) YOUR USE OF THE SITE, OR RELIANCE ON THE CONTENT, OR (2) ERRORS, INACCURACIES, OMISSIONS, DEFECTS, UNTIMELINESS, SECURITY BREACHES, OR ANY OTHER FAILURE TO PERFORM BY US OR OUR CONTENT PROVIDERS. THE FOREGOING EXCLUSION SHALL APPLY REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not permit the exclusion of certain types of damages. Therefore, only if required by applicable law, some or all of the exclusions above may not apply to you. You may have other rights from jurisdiction to jurisdiction.

19. RELEASE

NannyCare.com has no involvement between the Provider (parent, family, client, individual, company, corporation, hotel or hospitality service) and the Caregiver. Any issues concerning the services received by the Provider or payment issues between the Provider and Caregiver must be resolved directly between themselves. NannyCare.com will not be held responsible for any issues that arise between the Provider and Caregiver. NannyCare.com expressly disclaims any liability whatsoever for any claims, demands or damages direct or 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 issues. When you agree to use this site, you hereby

represent, understand, and agree to hold NannyCare.com harmless for any/all claims or controversies that may arise from any disputes between you and any other user(s) of the site. NannyCare.com will use its reasonable efforts to monitor NannyCare.com members actions, comments, and general usage of the site and suspend privileges to any member who does not adhere to our company policies. You agree to take reasonable precautions in all interactions with other members of the site, especially if you decide to meet another member in person. Providers are ultimately responsible for screening caregiver members they decide to contact and meet. NannyCare.com has attempted to screen it's member's to the best of it's ability, however this does not substitute the Provider's responsibility to do their own screening and investigative checks. NannyCare.com does try to monitor profile information so that it fits within the NannyCare.com content guidelines. Providers take full responsibility for screening and verifying of any/all documents and information given to them by any NannyCare.com member, including but not limited to personal information, references, background checks and certifications. In addition, family and caregiver members agree to review the NannyCare.com Safety Tips prior to using the service. By using this site, you do hereby agree to report any alleged criminal or improper behavior of any users therein to NannyCare.com immediately by notifying us.

20. ASSUMPTION OF RISK

You assume all risk when using the services offered by NannyCare.com, including but not limited to all of the risks associated with any online or offline interactions with members of the site. You agree to take all necessary precautions, including but not limited to following the recommendations set forth in NannyCare.com's Safety Tips, while interacting with others Members of the site.

21. INDEMNITY

By agreeing to the terms of this Agreement, you agree to indemnify, defend and hold NannyCare.com and its Affiliates harmless from and against any and all claims, losses, expenses or demands of liability, including attorneys' fees, expert fees and other reasonable costs incurred by NannyCare.com and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (1) materials and/or content you submit, post or transmit through the site, or (2) use of the site by you in violation of these Terms of Use or in violation of any applicable law (3) any issues arising between members, particularly between a Provider and a Caregiver involving criminal acts, negligence or harm. Users of this site further agree that they will cooperate as reasonably required in the defense of such claims. NannyCare.com 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. Users shall not, in any event, settle any claim or matter without the written consent of NannyCare.com. Users further agree to hold harmless NannyCare.com 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.

22. LIMITATION OF LIABILITY

Incidental Damages and Aggregate Liability. In no event will NannyCare.com 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 the site. This includes without limitation, damages related to any information received from the site, removal of content from the site, including but not limited to profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the site, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure. This holds true even if NannyCare.com or it's representatives, are advised of the possibility of such damages, losses or expenses.

UNDER NO CIRCUMSTANCES WILL NANNYCARE.COM'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. FURTHERMORE, IF YOU HAVE NOT PAID NANNYCARE.COM FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$20.00 US CURRENCY OR ITS EQUIVALENT. No Liability for non-NannyCare.com Actions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NANNYCARE.COM BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, NEGLIGENCE AND/OR ANY OTHER DAMAGES RESULTING FROM INTERACTIONS WITH OTHER MEMBERS OF THE SITE, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF MEMBERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR INFLICT HARM ON YOU.

23. AGREEMENT TO USE ARBITRATION

All members of NannyCare.com agree that any claims relating to or arising out of using the NannyCare.com site or its Services and/or out of this Terms and Conditions, (or the alleged breach thereof), agree to settle any disputes through binding arbitration, rather than in court, except that you may choose to pursue certain claims in small claims court, if applicable. Per this Arbitration Agreement, you agree to use a neutral arbitrator rather than a judge or jury. In the event of any dispute arising out of or related to this agreement, the judicial action shall take place in the County of San Diego. If the claim is outside the jurisdiction of small claims, venue shall be in the North County Division of Superior Court of San Diego. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

24. YOUR PRIVACY

Your use of the Site is also subject to the terms and conditions of our Privacy Policy, which are incorporated into this Agreement by reference only. Please read it carefully to ensure that you understand and agree to how we collect, use, and protect information collected about you and your use of the Site.

25. GIFT CERTIFICATES FOR MEMBERSHIPS

NannyCare.com offers gift certificates for other individuals and will need the name and email of the person receiving the gift certificate at the time of purchase. NannyCare.com will send the person receiving a gift certificate an email with special links and codes that can be redeemed on NannyCare.com for the amount purchased. Make sure you tell the person receiving the gift certificate to check their email and junk mail folder since they may not recognize an email from us. All gift certificate holders must agree to NannyCare.com Terms and Privacy Policy. There are no refunds or credits after purchasing a gift certificate. NannyCare.com is not responsible for lost or stolen gift certificates and has the right to close any account that was obtained through the use of a fraudulent gift certificate. Gift certificates cannot be resold, transferred or redeemed for cash except to the extent required by law. Gift certificates will expire 1 year after purchase. If for some reason a gift certificate is non-redeemable, it will be at NannyCare.com's sole discretion to replace the gift certificate.

26. ENTIRE AGREEMENT

This Agreement, including our Privacy Policy, contains the entire agreement between you and us relating to the subject matter hereof, and supersedes any other oral or written communications relating thereto. This Agreement may not be amended or supplemented by (1) any purchase order or similar form originated by you relating to the subject matter hereof, or (2) statements of any of our employees.

27. TERMINATION

Your right to access and use the Site immediately terminates without further notice upon your breach of this Agreement. We may terminate this Agreement and your right to access and use the Site, or any part thereof, at any time, with or without cause. Unconditionally, we reserve the right to refuse service to anyone if we determine that you have violated any of our Terms and Conditions or misused our services in any way. Our decision to terminate a member's registration is solely based on the user violating our Terms and Conditions and is not based on the member's character, lifestyle, reputation or anything else. Following any termination of any member's use of the Site, NannyCare.com reserves the right to send out notices to any registered members with whom we believe the individual has been in correspondence with. You may terminate this Agreement by providing us with written notice of your termination and ceasing to use or access the Site. The following sections of this Agreement survive the expiration or termination of this Agreement for any reason whatsoever: Intellectual Property Ownership, Medical Disclaimers, General Disclaimers, Exclusion of Damages, Indemnity, Entire Agreement, Termination, and Other. We reserve the right to discontinue or make changes to the Site at any time.

28. ASSIGNMENT AND ENFORCEMENT

We may assign this Agreement, in whole or in part, in our sole discretion. You may not assign your rights under this Agreement without our prior written permission. Any attempt by you to assign your rights under this Agreement without our permission shall be void. The waiver by you of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or a subsequent breach of the same or a different kind. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

29. PROCEDURE FOR MAKING A CLAIM OF COPYRIGHT INFRINGEMENT

NannyCare.com respects the intellectual property of others. We cannot possibly monitor all the user generated content on the website and have no responsibility to do so. If you believe that another user has posted your copyrighted work in a way that is accessible on NannyCare.com and constitutes copyright infringement, please contact us in writing at legal@nannycare.com to report possible copyright infringement. When contacting us, please provide the following information to our legal agent:

A full description of the copyrighted work that you claim has been infringed; The URL where the material that you claim is infringing is located on the site; Your name, address, telephone number, and e-mail address; A statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or are authorized to act on the copyright or intellectual property owner's behalf.

NannyCare.com's legal agent can be reached as follows:

By e-mail: legal@nannycare.com

By mail: c/o NannyCare.com

Legal Agent

NannyCare.com

P.O. Box 231968

Encinitas, CA 92023, USA

(888) 638-0860

In the event you are able demonstrate ownership of copyrighted content which you did not authorize another user to publish, and you wish for the content to be removed, NannyCare.com will remove the copyrighted content from the site or if authorized may modify the content to indicate its proper owner including a link to the original owner's website.

30. RIGHT TO REVISE AGREEMENT AT ANY TIME

We may revise this Agreement or this Site at any time in our sole discretion without notice. An amended form of Agreement will be effectively immediately upon its posting on this Site. You are responsible for reviewing the most current form of this Agreement before using this Site to ensure that you agree to any revisions to this Agreement. If at any time you do not agree to the revisions we make to this Agreement or this Site, you should immediately stop accessing or using this Site in any manner whatsoever. Your continued use of this Site means that you accept those revisions. You agree that these standards for notice and acceptance of amendments to this Agreement and this Site are reasonable.

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