

ILY, INC.

## Terms of Use

YOU ACKNOWLEDGE THAT ILY, INC. DOES NOT PROVIDE TUTORING, CHILD, PET, SENIOR, or HOME and/or BUSINESS CARE SERVICES. BY SUBSCRIBING TO OUR PLATFORM OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THIS AGREEMENT. ANY NEW FEATURES OR TOOLS ADDED TO THE CURRENT SERVICES WILL ALSO BE SUBJECT TO THIS AGREEMENT. YOU CAN REVIEW THE MOST CURRENT VERSION OF THIS AGREEMENT AT ANY TIME. THE COMPANY RESERVES THE RIGHT TO UPDATE AND CHANGE THIS AGREEMENT BY POSTING UPDATES TO THE WEBSITE WHICH CONTAIN CHANGES TO THE TERMS OF USE. YOU ARE ADVISED TO CHECK THIS AGREEMENT FROM TIME TO TIME FOR ANY UPDATES OR CHANGES THAT MAY IMPACT YOU.

This ILY Terms of Use (the “**Terms of Use**” or the LLC, a New York State limited liability company (the “**Company**” or “**Us**”) and (“**Agreement**”) is between ILY, the user (the “**User**” or “**You**”). This Agreement governs access to and the use of the ILY Website (the “**Website**”) and all services offered on the Website (the “**Services**”) *Services*.

ILY, INC, LLC provides a marketplace for Customers to request Tutoring, Child, Pet, Senior, Home, and Business Care Services from the vetted Independent Contractors on our platform.

### ***(a) Independent Contractors.***

Each Caregiving Assignment requested by a Customer is matched to one or more available Service Providers. The Customer requesting an Assignment may also request that a specific Service Provider provide the Service. Upon receiving notice that they have been matched with an Assignment, the Service Provider may

either accept or decline to provide the requested Services. If no Providers are available to accept an Assignment, or all available Providers decline it, it is possible that a request for Caregiving Services will remain unfulfilled. Service Providers are solely responsible for their provision of any and all Services.

***(b) Manner of Provision of Caregiving Services.***

Caregiving Services will take place at the location(s) designated by the Customer, with respect to the Client(s) selected by Customer, with a duration as requested by Customer and according to any additional special instructions the Customer may provide when requesting a Caregiving Assignment.

***(c) On-Demand vs. Scheduled Caregiving Services.***

Customers may request Caregiving Services (i) on an “as soon as possible” basis, in which case a customer selected set of Caregiver Contractors may accept the Care Assignment and begin as soon as they are able to arrive at the location; or (ii) on a “scheduled” basis up to six months in advance, in which case a Caregiver Contractor may accept the Assignment for performance at the future time Customer has designated.

Customers may opt to provide taxi fare to Providers for late night service though this is not mandated by Ily,inc.

Providers are compensated 85% of the entire booking package this includes any cab fare and/or gratuity. Gratuity is added to the booking to ensure Providers are fairly compensated, but it is optional for Customers to provide gratuity. In this regarded Providers will typically take home \$20/hr though this is not always guaranteed.

In order to prevent undesirable outcomes, Providers should never

exchange contact information or privately engage with on-call customers this is a violation of your contract with Ily,inc and your account will be disabled.

***(d) Cancellation and Refunds.***

Each Assignment is matched to an available Service Provider Contractor. Once a Service Provider Contractor accepts a Caregiving Assignment, they begin an undertaking in reliance on the request for Caregiving Services, in anticipation of receiving Payment. As such, our cancellation policy is as follows: A Care Assignment may be freely cancelled up to twenty four (24) hours before its scheduled start time, without any charge to Customer. If a Care Assignment is cancelled on the same day the Customer will be charged a fee equal to 75% of the time requested. Customers will refer to our Service FAQ section for Cancellation information regarding On-call and Part-time Services and Transactions.

***(e) Unfulfilled Assignment.***

It is rare, but for reasons beyond our control, our Contractors may not be available to accept a Care Assignment. In the event that no Contractor accepts a Care Assignment within ninety (90) minutes following the requested start time, we will notify the Customer and cancel the Care Assignment. Customer will not be charged.

***1. Agreement Between Customer and Service Provider Contractor.***

THE SERVICES FACILITATE THE OFFERING OF CHILD, PET, SENIOR, HOME, BUSINESS and/or TUTORING SERVICES, HOWEVER, THE COMPANY IS NOT A PARTY TO ANY CARE ASSIGNMENT AND DOES NOT PROVIDE CARE SERVICES. EACH CARE ASSIGNMENT RESULTS IN A DIRECT LEGAL CONTRACT BETWEEN THE CUSTOMER AND

THE SERVICE PROVIDER WHO ACCEPTS IT. All Care Assignments include at least the following terms (the “**Care Agreement**”):

**A.) Promises of Service Provider Contractor**

Service Provider agrees to provide the Care Services requested by the Customer in a timely, responsible and professional manner, meeting the acceptable standards of the tutoring, child, pet, senior, and homecare industries, according to a level of care at least as high as the Provider would use with his or her own student, children, pets, elderly family members and home.

Service Provider agrees to follow the reasonable instructions of Customer with respect to (i) the specific Care Services to be provided; (ii) the Client the Care Services are to be provided to; (iii) the time-frame to begin, and the duration of, the Care Assignment and (iv) any additional special instructions which the Customer may provide (for example, “Please read Anna’s favorite book to her before bedtime!”).

Service Provider agrees that payment for the Services shall be processed through ILY and shall not exceed the charges authorized by the Customer at the time the Assignment is accepted and/or extended. Service Provider is solely responsible for (i) the provision of Services provided in the Care Assignment, and (ii) the experience of Customers and Clients during the provision of the Care Services. Service Provider holds the Company and its affiliates, representatives and assigns harmless from any liability which may arise therefrom.

Independent Service Provider Contractor will not post pictures, personal information or any details about Customers or Clients on social media channels without Customer’s express consent.

**B.) Promises of Customer**

§Customer agrees that the Payment covers the provision of Care Services by the Service Provider as well as certain administrative and other fees charged by the Company and its payment processors and other affiliates.

§Customer agrees to pay the charges designated to the Customer and the Service Provider at the time the Care Assignment is accepted and/or extended.

§Customer agrees that such payment may be automatically, upon completion of the Care Services, charged to the billing method designated by Customer.

§Customer agrees that if any part of the Service Providers services are unsatisfactory, Customer's sole recourse is against the Provider, and not the Company.

§Customer agrees that Customer and Clients will conduct themselves in an orderly manner and in full compliance with applicable laws.

§Customer agrees that any special conditions of Clients relating to the provision of Care Services (including, without limitation, special needs, illness, injuries, allergies, phobias or aggressive behavior) will be fully disclosed prior to the request for Care Services.

§Customer agrees that Customer, not Service Provider and not the Company, is responsible for any property damage, personal injury, or death which may be caused by Customer or Clients during or incidental to the provision of Care Services, and holds the Service Provider and the Company and its affiliates, representatives and assigns harmless from any liability which may arise therefrom.

**2. Relationship of the Company** § The Company is a facilitator of the Agreement between Customer and Service Provider

to provide Care Services, and is not a party to the Care Agreement. § The Company is a third party beneficiary to the Care Agreement. 3. **Payments.**

**A.) Customer Payments:** As a Customer, you understand that use of the Services may result in charges to you for the services or goods you receive from a Service Provider (“**Charges**”). After you have received services or goods obtained through your use of the Services, the Company will facilitate your payment (“**Payment**”) of the applicable Charges on behalf of the Service Provider, as such Service Provider’s limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Service Provider. Charges will be inclusive of applicable taxes where required by law. Payments are final and non-refundable, unless otherwise determined by the Company at our sole discretion. All Charges are due immediately and Payment will be facilitated by the Company using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Service Provider’s limited payment collection agent, use a secondary payment method in your Account, if available.

**B.) Service Provider Compensation:**

As a Service Provider, you hereby appoint the Company as your limited payment collection agent for all Charges due to you under your Independent Contractor Agreement. After you have provided services or goods through your use of the Services, the Company will facilitate Payment of the applicable Charges to you

as your limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly to you by the Customer. Charges will be inclusive of applicable taxes where required by law. Payments are final and non-refundable, unless otherwise determined by the Company at our sole discretion.

All Charges are due immediately and Payment will be facilitated by the Company using the preferred payment method designated in your Account, after which the Company will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Service Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

In the event of a conflict between this Terms of Use and your Care Contractor Agreement, the terms of the Child Care Contractor Agreement will control.

**C.)General:**

As between you and the Company, the Company reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in the Company's sole discretion. The Company will use reasonable efforts to inform you of Charges that may apply in any given transaction, provided that Customer will be responsible for charges incurred under Customer's Account regardless of awareness of such Charges or the amounts thereof. The Company may from time to time provide certain Users with promotional offers and discounts that may result in different amounts charged or paid for the same or similar services or goods obtained through the use of the Services, and each User agrees that such

promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges or Payments applied to you. You may elect to cancel your request for services or goods from a Service Provider at any time prior to such Service Provider's arrival at location designated in the Care Assignment, in which case you may be charged a cancellation fee.

The Application's payment structure is intended to fully compensate the Service Provider for the services or goods provided. Though this is initially in the Customer's Payment invoice, The Company does not obligate the Customer to render payment as a tip or gratuity to the Service Provider and the Customer may choose to revoke this tip at any time. Any representation by the Company (on the website, or in the Company's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments for services or goods provided is not intended to suggest that the Company provides any additional amounts, beyond those described above, to the Service Provider. You understand and agree that, while Customers are free to provide additional payment as a gratuity to any Service Provider who provides services or goods obtained through the Services, Customer is under no obligation to do so. Gratuities are voluntary.

All Payments are collected by third party payment processors upon successful conclusion of a Care Assignment, or as otherwise provided in this Terms of Use. A portion of the Payment is retained by the Company as compensation for our provision of ILY, INC LLC and facilitation of the provision of Care Services by the Independent Care Contractors and a portion of the Payment is charged by our payment processor as a transaction fee. The remaining amount of any Payment is paid to the Service Provider



as compensation for the Care Services provided. The Company does not receive or store credit card information. Upon signing up as a User, you will be requested to provide payment information, which will be automatically forwarded to our payment processor.

ILY, INC uses Braintree, a division of PayPal, Inc. (Braintree) for payment processing services as well as bank account transactions. By using either of these services listed above you agree to the Braintree Payment Services Agreement available at <https://www.braintreepayments.com/legal/payment-services-agreement>, and the

applicable bank agreement available at <https://www.braintreepayments.com/legal/bank-agreement-us>.

### **3. Ratings and Reviews.**

After Customer has received services or goods obtained through the Services, Customer will have the opportunity to rate the experience and leave additional feedback about the Service Provider. All ratings and public reviews will be publicly viewable, including by other Users of the Platform the Service Providers and the Company. Customers may also leave a private review, which will only be visible to the Company. Ratings and feedback may be used by the Company to monitor and improve the Services.

### **Specific Assignment Policies**

#### **Tutoring Services:**

As stated above you acknowledge that ILY, Inc. does not provide Tutoring services but is a marketplace for Customers to request such services from the vetted Independent Contractors on our platform.

All Clients are allotted a ninety minute (90) free initial session;

upon continuing further into this session you as the Client agree to abide by the payment terms explained below:

o Upon going forward with a Tutor after the free initial 90-minute session Administrative fees are nonrefundable and allow Educational Consultants to work with Clients on a one-on-one basis and also post questions and gain further resources from our Community Forum (Flock); note participation in our Community Forum (FLOCK) is not obligatory but does not alter the administrative fees in any way.

o The client may at any time choose to increase or decrease the time requested with a Tutor and no further administrative fees will be charged. As long as the Client holds a relationship with a Contracted Tutor they are also welcome to utilize the Community Forum and have a continuous relationship with their appointed Educational Consultant

o As the client is free to alter their allotted tutoring time at no fee time used cannot be refunded to the Client. The Client may choose to stop a tutoring session at any time and will only be charged for the amount of time used. If we the Company find that the Client was treated unfairly or did not have a satisfactory session we can choose to credit the Client for time loss.

o Clients may also ask to be reassigned to a new Tutor at any time and though this is not obligated by us the Company or the Tutor, at the discretion of the Company and contracted Tutor another free initial session may be given.

### **OBLIGATIONS OF THE TUTOR**

- The Contracted Tutor undertakes to do all preparation prior to lessons and structure lessons in such a way as to optimize time to the benefit of the Student

- Tutors shall keep all confidential information of the student and shall contact other parties involved in the education of the Student only if granted written

permission by the Student to do so

- Tutor shall not assign any of his/her duties or obligations under this Agreement to a third party without the written permission of the Student

- The Tutor shall not be obliged to execute homework or assignments on behalf of the Student and is not liable for resulting grades that may come from these

assignments.

- Tutor should be compensated at the agreed upon rate after the free initial 90minute session.

- **OBLIGATIONS OF THE STUDENT** • The student agrees to assist the Tutor in identifying challenges and problem areas for

which the Student needs specific tutoring

- The Student agrees to provide their own materials needed for the tutoring session (including but not limited to paper, pencil, books, etc.)

- The student agrees that assignments, exercises or homework form an integral part of tutoring and undertakes to complete such work timeously

- The student agrees to compensate the Tutor at the agreed upon rate for any time used after the free initial 90minute session unless otherwise discussed.

- As previously mentioned upon continuing services with a

contracted Tutor after the free initial 90minute session the Student agrees that the administrative fees are non-refundable as well as any time used by the Student.

- **NO WARRANTIES**

The Tutor makes no promises or warranties with regards to a Student's performance as a result of any tutoring provided.

### **STATUS OF THE TUTOR**

o It is expressly understood that the Student retains the services of the Tutor as an independent contractor and not as an employee. The Tutor shall be responsible for his/her insurance and for all statutory declarations and contributions with regard to income tax.

### **TERMINATION**

o This tutoring contract may be terminated by either party at any time. Upon termination, Student is eligible to be reimbursed only for the unused minutes; associated fees and used time are not eligible for reimbursement

### **RELAXATION OF TERMS**

No relaxation, indulgence, waiver or release by any party of any of the rights in terms of this agreement on one occasion shall prevent the subsequent enforcement of such rights and shall not be deemed to be a waiver of any subsequent breach of any of the terms. This agreement constitutes the entire understanding between the parties with regard to the subject matter thereof and the parties waive the right to rely on any alleged expressed or implied provision not contained herein. Any alteration to this agreement must be in writing and signed by both parties.

## MINORS

Where the Student is a legal minor, the Parent/Guardian shall enter into this tutoring contract on behalf of the Student and shall accept and agree to all the terms and conditions contained herein on behalf of the Student.

### Release.

· **We hereby expressly disclaim, and you hereby expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users and the acts and/or omissions of Service Providers and Customers, whether online or offline. You acknowledge and agree that YOUR USE AND/OR PROVISION OF TUTORING SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.**

### Childcare Services:

· **Contractors:** Prior to becoming an ILY Sitter you will need to complete our vetting process (including a background check) and enter into a Child Care Contractor agreement (a “**Child Care Contractor Agreement**”) with the Company. Additionally, in order to receive payments through the Services, you must provide the information requested by our payment processor, typically your name, email, date of birth and mailing address.

Throughout this Agreement, the term “User” shall include Customers, Child Care Contractors and any other users of the Services, as applicable. You represent and warrant that all information you provide to the Company is complete, accurate and personal to you and that you will update such information as necessary to maintain its completeness and correctness. You represent that you have the right to request (or perform, as

applicable) Child Care Services with respect to any Children and locations as are from time to time designated when requesting (or accepting to undertake, as applicable) a Child Care Assignment.

Violations of this section, or any other terms in this Agreement, may result in cancellation of your Account or other measures as deemed appropriate by the Company in its sole discretion. To use the Services, you must be at least 18 years old. If you are incapable of entering into a binding contract in the jurisdiction in which you live, whether due to age or any other reason, you are prohibited from creating an Account or using the Services.

### **User Obligations.**

As a User, you agree to use the Services in compliance with this Agreement and the Company Acceptable Use Policy below.

### **Unauthorized Use & Access.**

User will prevent unauthorized use of the Services. User will promptly notify the Company of any unauthorized use of, or access to, the User's Account or the Services. Each User is responsible for maintaining the confidentiality of such User's password. **Restricted Uses.** User will not (i) sell, resell, subcontract or lease the Services to Third Parties or (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury. User, not the Company, is responsible for User's compliance with all local, state and federal laws. **Communication Setting Management.** User is responsible for maintaining all "opt-in/out" settings for communications from or via the Services. The Company will only send communications which the User has consented to receiving via User's communication settings selections. Communications settings can be changed within the Services or by contacting [hello-ily@ilyinc.com](mailto:hello-ily@ilyinc.com) **Updated Contact Information.**

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If User provides contact information to the Company, that is the information the Company will have on file for User. To update that information (for example, to change an email address), please update your Account settings within the Services or contact us at [hello-ily@ilyinc.com](mailto:hello-ily@ilyinc.com) **Promises of Child Care Contractor**

- As stated above, Sitter agrees to provide the Child Care Services requested by the Customer in a timely, responsible and professional manner, meeting the acceptable standards of the child care industry, according to a level of care at least as high as the Sitter would use with his or her own children.
- Sitter agrees to follow the reasonable instructions of Customer with respect to (i) the specific Child Care Services to be provided; (ii) the Child the Child Care Services are to be provided; (iii) the time-frame to begin, and the duration of, the Child Care Assignment and (iv) any additional special instructions which the Customer may provide (for example, "Please read Sally's favorite book to her before bedtime!").
- Sitter agrees that payment for the Child Care Services shall be processed through ILY, inc. and shall not exceed the charges authorized by the Customer at the time the Child Care Assignment is accepted and/or extended.
- Sitter is solely responsible for (i) the provision of Child Care Services provided in the Child Care Assignment, and (ii) the experience of Customers and their Children during the provision of the Child Care Services. Sitter holds the Company and its affiliates, representatives and assigns harmless from any liability, which may arise therefrom.

- Child Care Contractor will not post pictures, personal information or any details about Customers or Children on social media channels without Customer's express consent.

### **Promises of Customer**

- Customer agrees that the Payment covers the provision of Child Care Services by the Sitter as well as certain administrative and other fees charged by the Company and its payment processors and other affiliates.
- Customer agrees to pay the charges designated to the Customer and the Sitter at the time the Child Care Assignment is accepted and/or extended. Customer agrees that such payment may be automatically, upon completion of the Child Care Services, charged to the billing method designated by Customer.
- Customer agrees that if any part of the Sitter's services are unsatisfactory, Customer's sole recourse is against the Sitter, and not the Company.
- Customer agrees that Customer and Customer's Children will conduct themselves in an orderly manner and in full compliance with applicable laws.
- Customer agrees that any special conditions of Customer's Children relating to the provision of Child Care Services (including, without limitation, illness, injuries, allergies, phobias or aggressive behavior) will be fully disclosed prior to the request for Child Care Services.
- Customer agrees that Customer, not Sitter and not the Company, is responsible for any property damage, personal injury, or death which may be caused by



Customer or Customer's Children during or incidental to the provision of Child Care Services, and holds Sitter and the Company and its affiliates, representatives and assigns harmless from any liability which may arise therefrom.

### **Relationship of the Company**

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The Company is a facilitator of the Agreement between Customer and Sitter to provide Child Care Services, and is not a party to the Child Care Agreement.

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The Company is a third party beneficiary to the Child Care Agreement.

### **Release.**

**· We hereby expressly disclaim, and you hereby expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users and the acts and/or omissions of Service Providers and Customers, whether online or offline. You acknowledge and agree that YOUR USE AND/OR PROVISION OF Child CARE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.**

### ***Payments.***

**Customer Payments:** As a Customer, you understand that use of the Services may result in charges to you for the services or goods you receive from a Sitter ("**Charges**"). After you have received services or goods obtained through your use of the Services, the Company will facilitate your payment ("**Payment**") of the applicable Charges on behalf of the Sitter, as such Sitter's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to

the Sitter. Charges will be inclusive of applicable taxes where required by law. Payments are final and non-refundable, unless otherwise determined by the Company at our sole discretion.

All Charges are due immediately and Payment will be facilitated by the Company using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Sitter's limited payment collection agent, use a secondary payment method in your Account, if available.

**Sitter Compensation:** As a Sitter, you hereby appoint the Company as your limited payment collection agent for all Charges due to you under your Independent Contractor Agreement. After you have provided services or goods through your use of the Services, the Company will facilitate Payment of the applicable Charges to you as your limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly to you by the Customer. Charges will be inclusive of

applicable taxes where required by law. Payments are final and non-refundable, unless otherwise determined by the Company at our sole discretion.

All Charges are due immediately and Payment will be facilitated by the Company using the preferred payment method designated in your Account, after which the Company will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Sitter's limited payment collection agent, use a secondary payment method in your Account, if available.

In the event of a conflict between this Terms of Use and your Child Care Contractor Agreement, the terms of the Child Care Contractor Agreement will control.

### **Seniorcare Services:**

- **Contractors:** Prior to becoming an ILY Assistant you will need to complete our vetting process (including a background check) and enter into a Senior Care Contractor agreement (a “**Senior Care Contractor Agreement**”) with the Company. Additionally, in order to receive payments through the Services, you must provide the information requested by our payment processor, typically your name, email, date of birth and mailing address.

Throughout this Agreement, the term “User” shall include Customers, Senior Care Contractors and any other users of the Services, as applicable. You represent and warrant that all information you provide to the Company is complete, accurate and personal to you and that you will update such information as necessary to maintain its completeness and correctness. You represent that you have the right to request (or perform, as applicable) Senior Care Services with respect to any Elderly individual and locations as are from time to time designated when requesting (or accepting to undertake, as applicable) a Senior Care Assignment.

Violations of this section, or any other terms in this Agreement, may result in cancellation of your Account or other measures as deemed appropriate by the Company in its sole discretion.

To use the Services, you must be at least 18 years old. If you are incapable of entering into a binding contract in the jurisdiction in which you live, whether due to age or any other reason, you are prohibited from creating an Account or using the Services.

## **User Obligations.**

As a User, you agree to use the Services in compliance with this Agreement and the Company Acceptable Use Policy below.

## **Unauthorized Use & Access.**

User will prevent unauthorized use of the Services. User will promptly notify the Company of any unauthorized use of, or access to, the User's Account or the Services. Each User is responsible for maintaining the confidentiality of such User's password.

## **Restricted Uses.**

User will not (i) sell, resell, subcontract or lease the Services to Third Parties or (ii) use the Services for activities where use or failure of the Services could lead to physical damage, death, or personal injury. User, not the Company, is responsible for User's compliance with all local, state and federal laws.

**Communication Setting Management.** User is responsible for maintaining all "opt-in/out" settings for communications from or via the Services. The Company will only send communications which the User has consented to receiving via User's communication settings selections. Communications settings can be changed within the Services or by contacting [hello-ily@ilyinc.com](mailto:hello-ily@ilyinc.com) **Updated Contact Information.** If User provides contact information to the Company, that is the information the Company will have on file for User. To update that information (for example, to change an email address), please update your Account settings within the Services or contact us at [hello-ily@ilyinc.com](mailto:hello-ily@ilyinc.com) **Promises of Senior Care Contractor**

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- As stated above, Provider agrees to provide the Senior Care

Services requested by the Customer in a timely, responsible and professional manner, meeting the acceptable standards of the senior care industry, according to a level of care at least as high as the Provider would use with his or her own family.

- Assistant agrees to follow the reasonable instructions of Customer with respect to (i) the specific Senior Care Services to be provided; (ii) the Senior the Senior Care Services are to be provided; (iii) the time-frame to begin, and the duration of, the Senior Care Assignment and (iv) any additional special instructions which the Customer may provide (for example, “Please cut up the onions in the refrigerator for me”).
- Provider agrees that payment for the Child Care Services shall be processed through ILY, inc. and shall not exceed the charges authorized by the Customer at the time the Senior Care Assignment is accepted and/or extended.
- Provider is solely responsible for (i) the provision of Senior Care Services provided in the Senior Care Assignment, and (ii) the experience of Customers during the provision of the Senior Care Services.
- Provider holds the Company and its affiliates, representatives and assigns harmless from any liability, which may arise therefrom.
- Senior Care Contractor will not post pictures, personal information or any details about Customers or Children on social media channels without Customer’s express consent.

## **Promises of Customer**

- Customer agrees that the Payment covers the provision of Senior Care Services by the Provider as well as certain administrative and other fees charged by the Company and its payment processors and other affiliates.
- Customer agrees to pay the charges designated to the Customer and the Provider at the time the Senior Care Assignment is accepted and/or extended. Customer agrees that such payment may be automatically, upon completion of the Senior Care Services, charged to the billing method designated by Customer.
- Customer agrees that if any part of the Provider's services are unsatisfactory, Customer's sole recourse is against the Provider, and not the Company.
- Customer agrees that Customer will conduct themselves in an orderly manner and in full compliance with applicable laws.
- Customer agrees that any special conditions relating to the provision of Senior Care Services (including, without limitation, illness, injuries, allergies, phobias or aggressive behavior) will be fully disclosed prior to the request for Senior Care Services.
- Customer agrees that Customer, not Provider and not the Company, is responsible for any property damage, personal injury, or death which may be caused by Customer or other individuals during or incidental to the provision of Senior Care Services, and holds Provider and the Company and its affiliates, representatives and assigns harmless from any liability which may arise therefrom.

## **Relationship of the Company**

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The Company is a facilitator of the Agreement between Customer and Provider to provide Senior Care Services, and is not a party to the Senior Care Agreement.

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The Company is a third party beneficiary to the Senior Care Agreement.

### **Release.**

**We hereby expressly disclaim, and you hereby expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users and the acts and/or omissions of Service Providers and Customers, whether online or offline. You acknowledge and agree that YOUR USE AND/OR PROVISION OF Senior CARE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.**

### ***Payments.***

**Customer Payments:** As a Customer, you understand that use of the Services may result in charges to you for the services or goods you receive from a Provider ("**Charges**"). After you have received services or goods obtained through your use of the Services, the Company will facilitate your payment ("**Payment**") of the applicable Charges on behalf of the Provider, as such Provider's limited payment collection agent. Payment of the

Charges in such manner shall be considered the same as payment made directly by you to the Sitter. Charges will be inclusive of applicable taxes where required by law. Payments are final and non-refundable, unless otherwise determined by the Company at

our sole discretion.

All Charges are due immediately and Payment will be facilitated by the Company using the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

**Provider Compensation:**

As a Provider, you hereby appoint the Company as your limited payment collection agent for all Charges due to you under your Independent Contractor Agreement. After you have provided services or goods through your use of the Services, the Company will facilitate Payment of the applicable Charges to you as your limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly to you by the Customer. Charges will be inclusive of applicable taxes where required by law. Payments are final and non-refundable, unless otherwise determined by the Company at our sole discretion.

All Charges are due immediately and Payment will be facilitated by the Company using the preferred payment method designated in your Account, after which the Company will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that the Company may, as the Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

In the event of a conflict between this Terms of Use and your Child Care Contractor Agreement, the terms of the Senior Care



Contractor Agreement will control.

**PetCare Services:**

As noted above, Ily, Inc. does not provide Pet Care Services. Ily,inc. is a neutral venue for Service Providers and Pet Owners. Ily,inc. is not a Service Provider and, except for emergency phone support and other resources and support specifically described in the ILY Service, does not provide pet care services.

We make no representations or warranties about the quality of boarding, pet sitting, dog walking, house sitting, transportation, or other services provided by Service Providers (“**Pet Care Services**”), or about your interactions and dealings with users. Though we provide general guidance on our Site to Service Providers about safety and pet care and to Pet Owners about selecting and engaging Service Providers, ILY,inc. does

not employ, recommend or endorse Service Providers or Pet Owners, and we will not be responsible or liable for the performance or conduct of Service Providers or Pet Owners, whether online or offline. We conduct an initial review of Service Provider profiles and we facilitate background checks on Service Providers conducted by a third party, but, except where explicitly specified in the ILY,inc. Service (and then only to the extent specified), do not otherwise screen Service Providers or Pet Owners. You should exercise caution and use your independent judgment before engaging a Service Provider, providing services, or otherwise interacting with users via the ILY Service. Pet Owners and Service Providers are solely responsible for making decisions that are in the best interests of themselves and their pets. For example, each user of the ILY Service is responsible for keeping current his or her own pet’s vaccinations, and we will have no liability for anyone’s failure to vaccinate his or her pet.

## Release.

**We hereby expressly disclaim, and you hereby expressly release us from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to your interactions or dealings with other users and the acts and/or omissions of Service Providers and Pet Owners, whether online or offline. You acknowledge and agree that YOUR USE AND/OR PROVISION OF PET CARE SERVICES IS AT YOUR SOLE AND EXCLUSIVE RISK.**

## Transactions.

Are between Pet Owners and Service Providers. ILY has no liability for damages associated with Pet Care Services (which may include bodily injury to, or death of, a pet) or resulting from any other transactions between users of the ILY Service.

## Bookings.

Pet Owners and Service Providers transact with each other on the ILY Service when they both agree to a “booking” that specifies the fees, time period, cancellation policy, and other terms for provision of Pet Care Services via the booking mechanism provided on the ILY Service (a “**Booking**”). Once you complete a Booking, you agree to honor the price and other terms of that Booking. For more information about Bookings.

## Pet Owners are Solely Responsible for Evaluating Service Providers.

Pet Owners are solely responsible for evaluating the suitability of Service Providers for the services they offer to provide. Though ILY performs a limited review of applications to become Service Providers and facilitates Service Provider background checks

conducted by a third party, any such screening is limited, and ILY does not warrant that any such screen is accurate, complete, conclusive or up-to-date. Similarly, ILY does not endorse reviews of Service Providers by other Pet Owners that may be available via the ILY Service, and makes no commitments that such reviews are accurate or legitimate.

#### Abandoned Pets; Re-homing.

Pet Owners who arrange for Pet Care Services and fail to retrieve their pet within seven (7) days after the service period identified in a Booking (or an earlier period required under applicable animal abandonment or cruelty laws) agree that ILY (or the Service Provider) may, in its (or his or her) sole discretion, place the pet in foster care and/or notify animal control authorities. Pet Owner agrees to reimburse ILY and/or the Service Provider for all costs and expenses associated with such actions. Further, ILY expressly reserves the right, in its sole discretion, to remove a Pet Owner's pet from a Service Provider's care should ILY deem it necessary for the safety of a pet, the Service Provider, or any persons living with the Service Provider. Prior to removing a pet from the care of a Service Provider, ILY will use reasonable efforts during its normal business hours to contact the Pet Owner and/or the Pet Owner's emergency contact (if provided) to arrange alternative care. Should ILY not be able to contact the Pet Owner or the emergency contact, ILY will use its best judgment to find alternative care for the pet until the Pet Owner is able to retrieve his/her pet. If you are a Pet Owner, you authorize your pet's veterinarian(s) to release your pet's veterinary records to ILY in connection with any such relocation or re-homing of your pet. In addition, you are responsible for and agree to pay all costs and expenses incurred by ILY in connection with such transfer, including any additional charges for new Bookings.

## Emergencies.

We recommend that Pet Owners give their Service Providers contact information where they can be reached in the event medical care for a pet becomes necessary. Service Providers agree to immediately contact Pet Owners in the event such care becomes necessary or, if the Pet Owner is not available, to contact ILY by phone at 929-273-0258 or at [hello-ily@ilyinc.com](mailto:hello-ily@ilyinc.com). If you are a Pet Owner, you hereby authorize your Service Provider and ILY to obtain and authorize the provision of veterinary care for your pet if you cannot be reached to authorize care yourself in an emergency situation. In such case, you also authorize your pet's veterinarian(s) to release your pet's veterinary records to ILY. If your Service Provider reaches you with a request to authorize medical care for your pet and you refuse, you release the Service Provider and ILY for any injury, damage or liability arising from failure to seek such care. Owners are solely responsible for the costs of any such medical treatment for pets and, if you are a Pet Owner, you hereby authorize ILY to charge your credit card or other payment method for such costs.

## Consultation Services.

ILY may offer Pet Owners and Service Providers phone, chat, or email veterinary consultation services from a third party to provide an educational resource for decisions you make about your own pets or pets in your care. These consultation services are provided by a third party, and are not a part of the ILY Service. If you use these third party consultation services, you should use them only in conjunction with, and not as a substitute for, professional veterinary care. You agree to resort solely to the applicable third party consultation service in the event of any claims arising from their services.

Your Conduct on the ILY Service. When you use the ILY Service, you agree:

- To use the ILY Service only in a lawful manner and only for its intended purposes.
- Not to use the ILY Service to arrange for the care of exotic or inherently dangerous pets such as venomous snakes or constrictors, primates, wolves or wolf hybrids, non-domesticated cats, alligators, horses or other livestock, or any animal with a history of attacks on pets or people.
- Not to submit viruses or other malicious code to or through the ILY Service.
- Not to use the ILY Service, or engage with other users of the ILY Service, for purposes that violate the law.
- Not to use the ILY Service (or any predecessor to the ILY Service, including to arrange for the provision and purchase of services with another user, then complete transactions for those services offline.
- Not to post reviews about Service Providers that aren't based on your personal experience, that are intentionally inaccurate, or that violate these Terms.
- Not to post content or materials that are pornographic, threatening, harassing, abusive, or defamatory, or that contain nudity or graphic violence, incite violence, violate intellectual property rights, or violate the law or the legal rights (for example, privacy rights) of others.
- Not to post "spam" or other unauthorized commercial communications.

- To use the ILY Service only for your own purposes, and not to impersonate any other person.
- Not to transfer or authorize the use of your account for the ILY Service by any other person.
- Not to provide false information in your profile on, or registration for, the ILY Service.
- Not to interfere with our provision of, or any other user's use of, the ILY Service.
- Not to solicit another user's username and password for the ILY Service.

**Fees & Payment.** Currency. All fees, deductible amounts and other payments referenced on, or charged

through, the ILY Service are listed and payable in local currency.

Fees for Pet Owners. Pet Owners may purchase Pet Care Services from a Service Provider by completing a Booking as described. If you are a Pet Owner, you enter into a transaction with the Service Provider when you accept a Booking, and you agree to pay the total fees indicated in the Booking. Except where otherwise specifically indicated on the ILY Service, fees for Pet Care Services are determined by Service Providers. As described in Section the total amount Pet Owners are charged for a Booking may also include a service fee payable to ILY. Where required by law, the amount charged may also be inclusive of applicable taxes. The Service Provider, not ILY, is responsible for performing the Pet Care Services.

Fees for Service Providers.

Service Providers may agree to provide Pet Care Services to a Pet

Owner by agreeing to a Booking as described. If you are a Service Provider, you must confirm the Booking before it expires or the Pet Care Owner will have no obligation to complete the transaction. Once the Booking is completed by both parties, you agree to honor the price set forth in your Booking. The purchase of Pet Care Services is a transaction between the Pet Owner and the Service Provider. ILY's role is to facilitate payments from Pet Owners to Service Providers as limited payment agent for the Service Provider. We collect payment from the Pet Owner at the time of Booking and (except to the extent of any payment hold) remit payment to the Service Provider's account of the service period indicated in the Booking. Service Providers are charged a service fee as described, which we deduct before remitting payment to Service Providers.

#### Service Fees.

We charge service fees for some aspects of the ILY Service. If you are a Service Provider, except where otherwise specified via the ILY Service, our service fee is calculated as a percentage of the fees a Pet Owner agrees to pay in a Booking. We deduct this service fee from the amounts paid by the Pet Owner.

#### Late Fees and Additional Charges.

If you are a Pet Owner, you acknowledge and agree that, if you fail to retrieve your pet at the end of the service period agreed in a Booking, you will be charged for additional service time (*pro rata* for each partial late day) at the daily rate established in the Booking. In addition, you agree to indemnify ILY from, and agree that we may charge your credit card or other payment method for, any additional costs and expenses we or the Service Provider incur as a result of your failure to retrieve your pet at the end of the service period agreed in a Booking.

## Cancellations and Refunds.

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*Cancellations by Service Provider.* If a Service Provider cancels a Booking prior to or during the service period identified in the Booking, we will refund the fees paid by the Pet Owner for Pet Care Services not provided, as well as any service charge paid to ILY. Service Provider cancellations are taken seriously. If you are a Service Provider, you acknowledge that cancellation by you may result in a review of your account and, if we deem it appropriate, suspension or termination of your access to the Service.

*Reservation Protection.* ILY can help you find replacement Service Providers when Service Providers cancel Bookings near the start date of the service period identified in the Booking. The availability of the Reservation Protection depends on the timing of the cancellation and the type of Pet Care Services provided.

*Cancellations by Pet Owner.* If a Pet Owner cancels a Booking prior to or during the service period specified in a Booking, we will refund fees in accordance with the cancellation policy selected by the Service Provider on the ILY Service. All Service Providers are required to select a cancellation policy prior

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to completing a Booking so that Pet Owners are aware of the



cancellation policy prior to Booking. For more information about cancellation policies. *Force Majeure*. The cancellation policies described herein may not apply in the event of certain emergency situations beyond the control of Service Providers and/or Pet Owners that make it impossible or impractical to perform agreed Bookings, such as evacuations resulting from hurricane, wildfire or other natural disaster. In such cases ILY may, in its reasonable discretion, issue refunds under terms that vary from a Service Provider's selected cancellation policy.

*Refunds for Substandard Services*. If we determine in our reasonable discretion that a Service Provider has failed to provide Pet Care Services as agreed with the Pet Owner or otherwise in accordance with these Terms then we may, in our reasonable discretion, cancel a Booking and/or issue a full or partial refund to a Pet Owner.

*General Terms for Cancellations*. If you wish to cancel a Booking, you should use the mechanisms available through the ILY Service to do so. For purposes of the policies and terms, the date of cancellation is the date that a user cancels through the ILY Service, regardless of any separate communications between users outside of the ILY Service.

*Payment Disputes; Payment Outside of the ILY Service*. ILY issues payments to Service Providers after completion of a Booking. Once these amounts have been disbursed, any further payment disputes are between the Pet Owner and Service Provider, and ILY has no obligation to mediate or facilitate any resolution. Further, ILY has no responsibility or liability with respect to any tips, bonuses, or other payments made outside of the ILY Service.

### **Homecare Services:**

The ILY Platform is Solely a Venue for Communications. The ILY

Platform is a communications platform for enabling the connection between individuals seeking to obtain services ("**Requesters**") and/or individuals and entities seeking to provide services ("**Professionals**"). Requesters and Professionals together are referred to as "**Users**".

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ILY does not itself provide Professional Services or Merchandise. The provision of all

Professional Services is up to the Professionals, which may be scheduled through use of

the ILY Platform. ILY, THROUGH THE ILY PLATFORM, OFFERS INFORMATION AND A

METHOD TO OBTAIN SUCH PROFESSIONAL SERVICES AND/OR MERCHANDISE, BUT DOES

NOT AND DOES NOT INTEND TO PROVIDE SUCH PROFESSIONAL SERVICES OR

MERCHANDISE ITSELF OR ACT IN ANY WAY AS A RETAILER OR MANUFACTURER, OR AS A

CLEANING, HANDYMAN, OR OTHER HOME-RELATED OR MOVING-RELATED SERVICE

PROVIDER, AND EXPRESSLY DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY

PROFESSIONAL SERVICES AND/OR MERCHANDISE PROVIDED TO THE REQUESTER,

INCLUDING, BUT NOT LIMITED TO, A WARRANTY OR CONDITION OF GOOD AND

WORKMANLIKE SERVICES, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR

COMPLIANCE WITH ANY LAW, REGULATION, OR CODE. ILY IS NOT AFFILIATED WITH,

ENDORSED OR SPONSORED BY ANY THIRD PARTY MERCHANDISE PROVIDER OR

RETAILER.

Payments.

- a. Users of the ILY Platform contract for Professional Services directly with other Users. ILY is not a party to any contracts for Professional Services. The ILY Platform facilitates these contracts by supplying a medium through which Requesters can connect with Professionals, schedule certain Professional Services, and make payments for certain Professional Services ("**Payments**"). Requesters are obligated to pay in advance for those Professional Services and/or Merchandise they order through the ILY Platform. Prior to the scheduled Professional Service, we will charge the Requester's credit card according to the amount the Requester has agreed to on the ILY Platform with respect to those Professional Services and/or Merchandise, the Requester has ordered, and for all purchases and payments for reimbursement costs, fees or expenses associated with a Professional Service and the Requester hereby authorizes us to charge the credit card on file in the Requester's ILY Platform account for such amounts. We will use third party services to process credit card information. By accepting this Agreement, you are giving ILY (or a third-party payment processor on ILY's behalf) permission to charge your on-file credit card, debit card, or other approved methods of

payment for fees that you owe ILY. Depending on the transaction you selected or services requested, ILY may charge you on a one- time or recurring basis.

- b. All information that you provide in connection with a purchase or transaction or other monetary transaction interaction with the Professional Services must be accurate, complete, and current. You agree to pay all charges incurred by users of your credit card, debit card, or other payment method used in connection with a purchase or transaction or other monetary transaction interaction with ILY at the prices in effect when such charges are incurred. We retain the right, in our sole discretion, to place a hold on the Requester's credit card for an ordered or completed Professional Service transaction. Seventy-two (72) hours after a Professional Service is completed, if there is no complaint by the Requester, we will mark the Professional Service as closed. If the Requester has agreed with the Professional to extend or reduce the hours in or to reschedule a requested Professional Service, the Requester bears the responsibility for notifying ILY.
- c. Requesters must notify ILY either by changing the date or hours of the requested Professional Service through the ILY Platform
- d. No refunds or credits will be provided once the Requester's credit card has been charged, except that at our sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific promotions, or to correct any errors we have made. While we will use commercially reasonable efforts to ensure the security of all credit card and all other personal information, we expressly

disclaim any liability for any damage that may result should any information be released to any third parties, and you agree to hold us harmless for any damages that may result therefrom. Requesters will be liable for all

transaction taxes on the Professional Service(s) provided (other than taxes based on ILY's income). If we determine that your actions or performance may result in returns, chargebacks, claims, disputes, violations of our terms or policies, or other risks to ILY or third parties, then ILY may withhold any payments to you for as long as we determine any related risks to ILY or third parties persist. For any amounts that we determine you owe us, we may (i) offset any amounts that are payable by you to us (in reimbursement or otherwise) against any payments we may make to you or amounts we may owe you; (ii) invoice you for amounts due to us, in which case you will pay the invoiced amounts upon receipt; (iii) reverse any credits to your bank account; or (iv) collect payment or reimbursement from you by any other lawful means. If we determine that your account has been used to engage in deceptive, fraudulent, or illegal activity, or to repeatedly violate this Agreement, then we may in our sole discretion permanently withhold any payments to you.

### **No Employment.**

ILY provides a software platform which allows you to connect with independent

Professionals. ILY is not the employer of any Professional. You acknowledge that we do

not supervise, direct, or control a Professional's work or Professional Services

performed in any manner. A Professional provides services to you

as an independent

contractor, and is not an employee, joint venture, partner, agent, or franchisee of ILY for

any purpose whatsoever.

***Terms and Termination.***

This Agreement will remain in effect until the earlier to occur of:

(i) User requests deletion of such User's Account or (ii) termination otherwise in accordance with this Agreement.

The Company reserves the right to discontinue the Services in their entirety at any time and without prior notice. The Company may cancel or suspend a User's Account if payment has not been made when due, with or without notice. If User engages in any activity that is harmful to the Company, our other customers and Service Providers, or any third parties, the Company will have the right to terminate or suspend such User's Account, or take any other necessary action immediately at the Company's sole discretion and without prior notice.

If this Agreement terminates: the rights granted by the Company to User will cease immediately (except as set forth in this section); and the Company may delete any data relating to User's Account. The following sections will survive expiration or termination of this Agreement: (Agreement Between Customer and Independent Service Contractor); (Term and Termination),(Intellectual Property Rights), (Disclaimers), (Indemnification), (Limitation of Liability), (Miscellaneous)

**5. *Intellectual Property Rights. Reservation of Rights.*** This Agreement does not grant the Company any rights to any information uploaded by User or the intellectual property rights

embodied therein except for the limited rights needed to run the Services, as expressly set forth in this Agreement. This Agreement does not grant Users (i) any rights to the Intellectual Property Rights in the Services or (ii) any rights to use the Company's trademarks, logos, domain names, or other brand features.

**"Intellectual Property Rights"** means current and future worldwide rights under patent, copyright, trade secret, trademark, moral rights, and other similar rights. You acknowledge and agree that the source and object code of the Services and the format, directories, queries, algorithms, structure and organization of the Services are the intellectual property and proprietary and confidential information of the Company and its affiliates, licensors and suppliers. Except as expressly stated in this Agreement, you are not granted any intellectual property rights in or to the Services by implication, estoppel or other legal theory, and all rights in and to the Services not expressly granted in this Agreement are hereby reserved and retained by the Company.

### **Suggestions.**

Once submitted, comments and suggestions regarding the Services become the property of the Company. We may, at our discretion and for any purpose, use, modify, and incorporate into our products and services, license and sublicense any feedback, comments, or suggestions Users send the Company without any obligation to Users.

### **Open Source Code.**

The Services may incorporate certain independent code that is licensed under open source licenses ("**Open Source Code**"). To the extent that the Services are licensed to you, any Open Source Code incorporated therein is licensed to you in accordance with the applicable open source licenses. To the extent that this

Agreement conflicts with any of those open source licenses, the conflicting terms and conditions will not apply to the corresponding Open Source Code.

### **Copyrighted Materials; Copyright Notice.**

All content and other materials available through the Services, the ILY logo, design, text, graphics, and other files, and the selection, arrangement and organization

thereof, are either owned by the Company or are the property of the Company' licensors and suppliers. Except as explicitly provided, neither your use of the Services nor this Agreement grant you any right, title or interest in or to any such materials.

### **DMCA Policy.**

If you have evidence, know, or have a good faith belief that your intellectual property rights or the intellectual property rights of a third party have been violated by material

made available in the Services, and you want the Company to delete, edit, or disable the material in question, you must provide the Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the material that is claimed to be infringed or to be the subject of

infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the Company to locate the material; (d) information reasonably



sufficient to permit the Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. For this notification to be effective, you must provide it to the Company' designated agent via post or email at:

***Disclaimers.***

**THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND.** To the fullest extent permitted by law, except as expressly stated in this Agreement, the Company makes no warranty of any kind, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular use or non- infringement and any warranties arising out of the course of dealing or usage of trade. Your use of the Services is at your own risk, and the Company makes no warranty that the Services will meet your requirements or be available on any uninterrupted, secure, or error-free basis, or operate at any particular speed. The Company makes no representations about information uploaded or posted by Users, whether in respect of a Care Assignment, a review or comment by any User, or any other matter. All information submitted to the Services, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom that information originated. The Company is not responsible for the accuracy, completeness, appropriateness, or legality of any information provided by any User or Service Provider. The Company has no responsibility or

liability for any failure of the Services to store data, information, content, or files, the deletion of data, information, content, or files stored on the Services, or for the corruption of or loss of any data, information, content, or files stored on the Services.

**SERVICE PROVIDERS ARE SOLELY RESPONSIBLE FOR THE ASSIGNMENTS THEY ACCEPT AND UNDERTAKE TO PERFORM. THE COMPANY HAS NO RESPONSIBILITY OR LIABILITY FOR THE ACTIONS OR OMISSIONS OF ANY OF THE SERVICE PROVIDERS, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ANY CLAIMS ARISING OUT OF EVENTS**

**WHICH OCCUR DURING A CARE ASSIGNMENT OR OTHER TRANSACTION WHICH THE COMPANY FACILITATED.**

***Third Party Services.***

If a User uses any third-party service in connection with the Services, (a) such third party service may access or use User's information; (b) the Company will not be responsible for any act or omission of the third party, including the third party's use of User's information; and (c) the Company does not warrant or support any service provided by the third party.

**Links to Third-Party Websites or Resources.** The Services may contain links to third- party websites or resources. The Company provides, or allows display of, these links only as a convenience and is not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites.

***Indemnification.***

User will indemnify, defend, and hold harmless the Company, its officers, directors, employees, contractors and agents from and

against all claims, disputes, demands, liabilities, damages, losses, costs and expenses (including, without limitation, settlement costs and reasonable attorneys' fees) arising out of any third party claim (including without limitation claims by other Users) regarding: (i) any act or omission by such User; (ii) information submitted to the Services by User; and (iii) User's use of the Services in violation of this Agreement, any law or the rights (including contractual rights) of any third parties.

***Limitation of Liability.***

**Limitation on Indirect Liability.** THE COMPANY WILL NOT BE LIABLE FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE, SYSTEM FAILURE, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICES EVEN IF THE COMPANY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

**Limitation on Amount of Liability.**

THE COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (I) THE AMOUNT OF FEES COLLECTED BY THE COMPANY IN RESPECT OF TRANSACTIONS TO WHICH THE USER MAKING THE CLAIM(S) HEREUNDER WAS A PARTY DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY; OR (II) \$100. THE LIMITATIONS OF

LIABILITY AND DAMAGES SET FORTH ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE COMPANY AND USER.

***Miscellaneous. Terms Modification.***

The Company may revise this Agreement from time to time and the most current version will always be available to view on the ILY Website. If a revision, in the Company's sole discretion, is material, the Company will notify you (for example to the email address you provided). You are responsible for checking this Agreement regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised Agreement. If User does not agree to the revised Agreement terms, User must stop using the Services.

**Third Party Requests.**

A "**Third Party Request**" is a request from a third party for records relating to any User's use of the Services including information in or from a User's Account or other activities and transactions on the Services or with respect to the provision of Care Services or the completion of Care Assignments. Third Party Requests may include search warrants, court orders or subpoenas, or any other request for which there is written consent from User permitting a disclosure.

User is responsible for responding to Third Party Requests via its own access to User's information and accounts. User will seek to obtain information required to respond to Third Party Requests and will request assistance from the Company only if unable to obtain such information despite diligent efforts.

The Company will make commercially reasonable efforts, to the extent allowed by law and by the terms of the Third Party

Request, to: (A) promptly notify User of the Company' receipt of a Third Party Request; (B) comply with User's commercially reasonable requests supporting its efforts to oppose a Third Party Request; and (C) provide User with information or tools required for User to respond to the Third Party Request (if User is otherwise unable to obtain the information). If User fails to promptly respond to any Third Party Request, then the Company may, but will not be obligated, to do so.

**Entire Agreement.**

This Agreement constitutes the entire agreement between you and the Company with respect to the subject matter of this Agreement, and supersedes and replaces any prior or contemporaneous understandings and agreements, whether written or oral, with respect to the subject matter of this Agreement

**Governing Law.** This Agreement and the Services will be governed by New York law except for its

conflicts of laws principles. **Disputes, Venue.**

(a) If a dispute arises between you and the Company, our goal is to provide you a neutral and cost effective means of resolving the dispute quickly. To help us do that, you agree to first contact the Company Customer Support to describe the problem and seek a resolution. If Customer Support does not resolve your issues, you agree to attempt to resolve any dispute arising out of or relating to this contract through negotiations between the Company and User or an agent of User who has the authority to settle the dispute. If the dispute is not resolved by negotiation within thirty (30) days of receipt of a written "invitation to negotiate," then you and the Company agree to the following method to resolve any dispute or claim between us:

(b) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, OR THE BREACH THEREOF, SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. NOTWITHSTANDING THE FOREGOING, ANY CONTROVERSY OR CLAIM TO WHICH THE COMPANY OR ITS AFFILIATES ARE NOT A PARTY, INCLUDING WITHOUT LIMITATION ANY CONTROVERSY OR CLAIM BETWEEN ONE OR MORE USERS, SHALL NOT BE REQUIRED TO BE SETTLED BY ARBITRATION.

(c) For any claim which does not exceed \$10,000, the arbitration will be conducted solely on the basis of the documents that you and the Company submit to the arbitrator, unless the arbitrator determines that a hearing is necessary. If a claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

**Severability.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, illegal, unenforceable or in conflict with any law, the unenforceable provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and the remaining provisions of this Agreement will remain in full effect.

**Notice.**

Notices may be sent electronically, must include "LEGAL NOTICE"

in the subject line, and are deemed given when received. Notices to you may also be sent to the applicable email address you provided, and are deemed given when sent. Notices to the Company must be sent via certified mail to:

Attn: **Legal Waiver**. A waiver of any default is not a waiver of any subsequent default.

**Assignment.**

User may not assign or transfer any part of this Agreement without the written consent of the Company. The Company may not assign this Agreement without providing notice to User, except the Company may assign this Agreement to an affiliate or in connection with any merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice. Any other attempt to transfer or assign is void.

**No Agency.**

The Company and User are not legal partners, employees, agents, or joint venturers, but are independent contractors. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between User and the Company or any of its principals, employees, representatives or agents.

**Publicity and Likeness.**

In the course of using ILY, Users may film, photograph or make audio recordings, which will be uploaded through the Services. Users consent to such recordings (including, with respect to Customers, any recordings made by Service Providers during the course of completing a Care Assignment) and grant the Company

the right to use them for marketing purposes on the Company's website, advertisements and social media accounts.

**Force Majeure.**

Neither the Company nor User will be liable for inadequate performance to the extent caused by a condition that was beyond the party's reasonable control (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance).

**No Third-Party Beneficiaries.** Except as otherwise expressly provided herein, there are no third-party beneficiaries to

this Agreement. **Export Restrictions.**

The Services originate in the United States, and are subject to United States export laws and regulations. The Services may not be exported or re-exported to certain countries or those persons or entities prohibited from receiving exports from the United States. In addition, the Services may be subject to the import and export laws of other countries. You agree to comply with all United States and applicable foreign laws related to use of the Services.

Acceptable Use Policy

The Company is proud to offer its customers access to full-time, part-time and even on-demand care services. While we do not want to place undue restrictions on the ways in which you can use the Services, we must ask that you use them responsibly. As a condition to our provision of the Services, you must agree to refrain from any actions which could be harmful to the Company, other Users, or any third parties. In particular, you must never use the Services, nor attempt to use the Services, to do any of the



following:

§ Scan, test or probe any computer network for security vulnerabilities;

§ Circumvent or attempt to circumvent security, authentication or verification measures;

§ Access, tamper with or use any non-public areas of the Services or the Company's computer systems, or the technical delivery systems of the Company or its providers;

§ Reverse engineer any of the Company's proprietary technology;

§ Access the Services in any manner other than our publicly-supported interfaces (for example, "scraping");

§ Threaten to, or actually, harm, disrupt or interfere with any user, host or network, for example by spamming, sending a virus, overloading, mail-bombing or attempting a denial of service attack;

§ Send information with deceptive or false source- identifying information, otherwise known as "phishing," or otherwise misrepresent your identity or affiliation with any person or entity;

§ Send unsolicited email, junk mail, chain- letters, advertisements, promotions or other "spam" messages;

§ Publish any fraudulent, misleading, defamatory or libelous material or information that otherwise infringes on the rights of others;

§ Distribute or plant malware;

§ Upload or share any materials that (i) infringe or misappropriate

the intellectual property rights or violate the privacy rights of any party (including without limitation, copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity), (ii) are unlawfully obscene or pornographic, (iii) advocate bigotry, religious, racial or ethnic hatred or (iv) incite violence; or

§ Violate any law or regulation or the rights (including contractual rights) of any third party.

The Company reserves the right to monitor the Services and investigate suspected violations of this Acceptable Use Policy, and to choose, in its sole discretion, how to respond to violations, including without limitation: suspension or termination of access to the Services, banning IP addresses, deletion of the offending data or files, notification of the relevant authorities or prosecution.

## **Privacy Policy**

The Company cares about your privacy, and wishes to protect it while also providing you with full and transparent disclosure about our uses of your information. This Privacy Policy (this “**Privacy Policy**”) explains how we collect, use, share and protect information about you. It also provides information regarding how you can access and update your information and make certain choices about how your information is used.

## **The Information We Collect**

In order to provide the Services, we need to collect and process certain information. Depending on your use of the Services, that may include:

§ Information (such as your name, email and postal addresses,

telephone number, and country of residence) that you provide when creating an Account;

§ Payment information (including credit card and banking information) you submit to the Services in furtherance of making or receiving payments;

§ Information you leave in a rating or review of a Service Provider; § Details of any requests or transactions you make through the Services;

§ Information you choose to include in your public profile, including biographic information, personal interests and profile pictures;

§ Information uploaded to the Services by Customer regarding Customer's children, pets, home, family member, etc. including names, preferences and needs. § Information about your activity on and interaction with the Services, such as your IP

address and the device and operating system you use;

§ Photographic, video and audio recordings made using the ILY Website and/or chat rooms or uploaded through the Services;

§ Geo-location information § Ratings and Reviews left by Customers;

§ Communications you send to us (for example, support requests, questions or comments, or reports of a problem).

§ Information about certifications and documentation, such as driver's license or ID and CPR certification.

If you are a contact of one of our Users, that User may provide your name and email address to the Company if they think you would be interested in the Services.

If you are an emergency contact or pediatrician of one of our Customers, that Customer may provide your contact information in case a Service Provider needs to reach you.

Except as otherwise permitted in this Privacy Policy, we will not share this information with third parties for any purpose and will only use this information for the sole purpose of providing you with the ability to request or provide Care Services via the ILY website.

### **Private Information**

Certain data will not be publicly displayed or revealed to other users. Private data includes:

§ Payment information; § Private Reviews; § IP addresses; and

§ Communications you send to the Company directly (for example, support requests, questions or comments, or reports of a problem).

We never share or sell your personal information.

When a Payment is made, the Payment information is only sent to our payment processor. Your payment information is never received by or stored by the Company. ILY uses bank transfers and Braintree, a division of PayPal, Inc. (Braintree) for payment processing services. By using the Braintree payment processing services or bank transfer invoices you agree to the Braintree Payment Services Agreement available at <https://www.braintreepayments.com/legal/payment-services-agreement>, and the applicable bank agreement available at <https://www.braintreepayments.com/legal/bank-agreement-us>. As detailed in its policies and agreements, our payment processor may store your payment information.

We do reserve the right to disclose private information when we believe that doing so is

reasonably necessary to comply with the law or law enforcement, to prevent fraud or abuse, to respond to violations of the [Company's Acceptable Use Policy](#), or to protect the Company's legal rights.

### **Information We Share with Other Users**

When a Customer submits a Care Assignment, we share certain information with our Service Providers in order to allow them to better provide Care Services. The Service Provider who accepts a Care Assignment will be able to see information relating to the posting, including the name of the Customer and/or organization requesting care, the number and names of the children, pets, students, etc. the location requested, the time, duration, and type of Care Services requested, the profile pictures of the Customer and Clients (if any), emergency contact information, and special information and instructions about the Client and/or Customer.

We may also share information with third- party services, only to the extent necessary to provide the Services (for example, with our payment processing and hosting partners). When a Service Provider accepts a Care Assignment, the Customer who requested it will be able to see the full name of the Service Provider, and the profile picture, bio and

ratings of the Service Provider.

**Public Information:** When you sign up for the Services, we create a basic profile for you for internal purposes. The information you provide to complete your ILY Account will not be displayed publicly.

**Customers:** Information you post about a requested assignment, including your family name, information you include about your care needs, profile pictures, and the details of the request for Care Services will be visible to potential Service Providers.

**Independent Service Provider Contractors:** your full name, profile picture, ratings, reviews, any information you choose to include in your profile, and location may be viewable by Customers checking for Service Providers in your location. Your full name, profile picture, ratings, reviews, any information you choose to include in your profile will also be viewable by any Customers whose Care Assignments you have accepted.

**Social Media:** The Services may allow you to connect to Social Networks and share your actions, comments, content and other information publicly or with friends. You may also be able to connect with us on Social Networks on which the Company has a presence. We will never post to any Social Network on your behalf without first obtaining your permission. Please be advised that any information that you post to a Social Network may be publicly viewable, depending on your privacy settings on such Social Network. Please contact those sites and services directly if you want to learn about their privacy practices.

### **Uses of Your Personal Information**

“Personal Information” means any information that is personally identifiable to you, and includes information such as your name, physical address, email address, phone number and payment information. We will use the Personal Information you provide to:

§ Identify you when you use the Services; § Enable us to provide you with the Services;

§ Send you information we think you may find useful or which you

have requested from us;

§ Enable us to contact you regarding any question you make through the Services; Analyze the use of the Services and the people visiting to improve our content and Services;

§ Customize the Services for you; and § Use for other purposes that we may disclose to you when we request your information. We take securing your data and preserving your privacy very seriously. We do not store payment information. We never post anything to any Social Network or third-party account without your permission. We will never sell your data.

**Email:** We may send you email relating to your personal transactions, including when you make a payment. We will share our newsletter with all our Users. We may also add you to our newsletter if we believe you are interested in our Services, for example if you signed up to receive our newsletter or a User shared your email with us. If you wish to unsubscribe from our newsletter at any time, simply follow the “unsubscribe” link at the bottom of every email and update your communications settings accordingly.

We may send offers from our marketing affiliates and other service providers we think will be valuable to you. If you wish to unsubscribe from such messages at any time, simply click on the “unsubscribe” link at the bottom of every email and update your communications settings accordingly.

We may also send you administrative and service-related announcements on the rare occasions when it is necessary to do so.

**Technology:** A few of the methods that may be used to collect usage information include, without limitation, the following (and

subsequent technology and methods hereafter developed):

We use Cookies on the ILY Website. Cookies are small information files which are issued to your computer when you visit a website and which store and sometimes track information about your internet use. The Company may use cookies to help recognize you as a repeat visitor, to improve the quality of our Services, and to try and make your

browsing experience meaningful. Cookies may be used for many purposes, including, without limitation, remembering you and your preferences and tracking your visits to our web pages. Cookies work by assigning a number to the user that has no meaning outside of the assigning website. If you do not want information to be collected through the use of cookies, your browser or device allows you to deny or accept the use of cookies. Cookies can be disabled or controlled by setting a preference within your web browser or on your device. If you choose to disable cookies on your device or browser, some features of the Services may not function properly or may not be able to customize the delivery of information to you.

You should be aware that the Company cannot control the use of cookies (or the resulting information) by third-parties, and use of third party cookies is not covered by our Privacy Policy. Most web browsers automatically accept cookies but, if you prefer, you can change your web browser to prevent acceptance of cookies or to notify you each time a cookie is set. You can refer to your web browser's documentation for details on how to do so. You can also learn more about cookies by visiting <http://www.allaboutcookies.org> which includes additional useful information on cookies and how to block cookies using different browsers. Please note that by blocking or deleting cookies used on our Services, you may not be able to take full advantage of our



Services. On the ILY Website, we may from time to time use analytics gathering tools, including Google Analytics (Terms of Service), and similar tools to gather aggregated, non-personally identifiable information about usage of the Services.

**Conclusion :** To modify or delete the personal information you have provided to us, please log in and update your User Account. We may retain certain information as required by law or as necessary for business purposes. We will give you a copy of all the personal information about you that we hold at your request. This information is subject to a fee not exceeding the prescribed fee permitted by law. Persons under 18 are not permitted to use the Services on their own, so this Privacy Policy makes no provision for their use of the Services. Information that you submit through the Services may be transferred to countries other than where you reside (for example, to our servers in the United States). We will protect all information we receive in accordance with this Privacy Policy.

## **CONTACTING US**

If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site,

Please contact us:

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(929) 273-0258

