

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 CONTAINS 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. By agreeing and initiating services with Providers supplied by ILY,INC USERS agree to only use Providers they have met through ILY,INC through either The Covid Care Program or The Match Program. This means that if a USER met the Provider through ILY,INC the USER must continue to use them through one of Ily,inc's programs currently being the Covid Care Program or The Match Program. Providers found to work directly with Families outside of the Program will be disqualified from working with ILY,INC and accepting future positions. Families found to work with Providers outside of either Program will be subject to a \$20,000 penalty charge due upon discovery investigation.

(1) 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.

(2) 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.

(3) Cancellation and Refunds

Each Long-term 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.

The matching protocol is as follows:

1. Customer submits request for services
2. Ily representative searches for and finds a potential match forwarding over the respective profile to Customer
3. Customer expresses interest to continue along match process
4. Customer fulfills match fee and signs Ily,inc match contract
5. A phone call is arranged between Customer and Potential Match (it is encouraged that a webcam is used)
6. An in-person meeting is scheduled for Customer and Potential match. It is advised that this be no more than an hour as it is typically unpaid however if needed Customer can discuss the desire for a longer meeting and potential compensation. Note: Ilyinc just provides advisement and does not mandate any payment to the Provider at this stage
7. Potential match and Customer create and sign a contract fitting the needs of both parties. Ily,inc may oversee and guide this process but do not mandate the contracts contents aside from the agreed upon payment rate.

Note: After the contract has been agreed upon and signed/submitted by both the Customer and Provider the initial match fee is deemed non-refundable. The Customer could however request to be rematched but may be subject to an additional match fee. The contract between the Customer/Client may also be dissolved at anytime according to the agreed upon procedure but both parties should note that Ilyinc is not a party of the Customer/Provider contract.

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 directly by the Customer. 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.

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.

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 agree to be compensated by the Customer after you have provided services or goods. You agree that the Company is not liable for any unfulfilled payments from the Customer. 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.

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.

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 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

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.

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.

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.

Terms of Use

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.

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. Yes

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:

This document was last updated on January 27, 2019

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