

# Terms of Use

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This App is operated and maintained by Carepass, Inc. (**“the Company”**). The Company provides this App to you, subject to the terms and conditions stated in this Terms of Use. **The Company may change these Terms of Use from time to time, without notice, so you should review it periodically.** By using the Company's App and related services, you agree to be bound by these Terms of Use and any changes to it.

## NATURE OF USE

**What we do:** The App provides a platform for schools to advertise for full-year enrollments on the Carepass® platform. The App also provides a venue for people seeking Licensed Child Care Centers (**“Parents”**) to connect with people who want to provide these services (**“Licensed Child Care Center”**) or (**“Licensed Child Care Centers' Caretakers”**) and collectively with Parents (**“Users”**). The Company is not a referral, matching or placement service and does not provide, refer, place, offer to seek to obtain employment or engagement for any of its Users.

**Parents Account/Profile Information:** When you install, register with, access, or use the App, the parents must create an account with the Company through the App or through third-party account verification, such as Facebook. Third-party account verification is optional and not required by the Company. The Company does require that you at some point either during or after the account creation to provide the Company with your phone number. Your phone number is vital to the operation of the services the App provides. Once the Parents has created an account through the App or third-party account verification, the parents then may create a “Kid Profile” for any and all children they want to book care for within our optional drop-in care service. The Kid Profile contains the following fields and can be edited at any time: a photo of the child, the first name and last name of the child, gender of the child, birth date of the child, allergies of the child, any food restrictions of the child, likes, and dislikes of the child, and any medical

documentation of the child. Also, note that some of these fields may be required in order to proceed to book care for a child through the App.

In a section of the App, the “Profile Menu,” parents can create profiles for relatives and friends who are pre-authorized to pick up their children on their behalf. At check-out, a caretaker cannot successfully complete the checkout process without first selecting the exact person from the Authorized Pickup List that has come for the child.

Your information will be used in accordance with the Company’s Privacy Policy. You are responsible for providing accurate, current, and complete information in connection with your App registration or account creation process.

Parents as users of the App, you are responsible for maintaining the confidentiality of your password and account login, and you are solely responsible for the activities that occur under your password or account.

## **GENERAL PROVISION**

**Accuracy of Parents Account/Profile Information:** Parents you are responsible, including without limitation for the accuracy, completeness, and ability to sue the information that has been imputed onto the App. A failure to provide accurate, complete, and ability to use information would be solely your responsibility.

**No Responsibility to Cross-Check Information Provided on the App:** The Company has no obligation to screen or verify the identity or background of any User. The Company does not screen or verify the training or experience of any of the Users (e.g. Licensed Child Care Centers’ Caretakers), including Users who have subscription, or any content submitted by a User or anyone other than the Company (“**Users Content**”), including but not limited to User Profiles and/or Reviews. The Company has no control over the accuracy, reliability, completeness or timeliness of Profiles, Reviews, background check information, affiliations or other User Content submitted on the App, and makes no representations about any such User Content on the App.

**No Representations are Being Made:** The Company makes no further representations about the Licensed Child Care Centers, including but not limited to the Licensed Child Care Centers’ Caretakers. You should make your own assessment of the person you decide to interact with, engage or provide services to.

**The Company is not an Employment Service:** The Company is not an employment service and does not serve as an employer of any User, such as Licensed Child Care Centers or Licensed Child Care Centers’ Caretakers. **The Company is an independent service provider to both Parents and Licensed Child Care Centers, and as such only functioning as an intermediary between these Users.** As such, Users are solely responsible (and the Company is not

responsible), for any tax, withholding or reporting, including, but not limited to, unemployment insurance, social security or payroll withholding tax or income reporting in connection with any services provided by Users. You understand and agree that if the Company is found to be liable for any tax, withholding tax or reporting obligation in connection with any services provided or received by you, then you will immediately reimburse and indemnify the Company for all cost, expenses, and liabilities (including any interest and penalties) relating to the same.

**Personal Use:** You may download the content of the App only for your personal and noncommercial use. Your account is for your own personal use, and you may not permit anyone else to use your account. The App is intended to be used by parent who want to find, select, review, and connect with other Users so they can receive, provide, or share information about Child Care Centers. Any use of this App for any other purpose, (including but not limited to using the App or information obtained from the App to solicit, advertise to or contact Users for other purpose) is prohibited.

**Uses of other Users:** You may from time to time receive Personal Information of another User. For example, upon confirmation of a booking, Users may be provided with each other's contact information. Any Personal information you receive may only be used for the specific purpose it was provided to you in connection with the App and Services. The Licensed Child Care Centers may not contact Parents, and Parents may not contact Licensed Child Care Centers for any purpose other than asking a question, providing information or making arrangement related to a booking on the App.

**Payment:** In order to book care for a child through the Company's App, the Parent must have a credit or debit card on file. Your credit or debit card will be charged the full amount of the booking the moment your child has been checked out. Once the child has been checked out of the Licensed Child Care Center, you will receive an email with a detailed receipt of the services rendered by the Licensed Child Care Center and the Company's fees.

**Booking Fee:** The Company charges a \$1.50 nonrefundable "booking fee" from you any time you book care for your child through our App. **The booking fee can be refunded only if the Licensed Child Care Center cancels or declines the booking.** At the conclusion of the booking, we take 10% final total booking value from the services provided by the Licensed Child Care Center and what you paid for such services.

#### **Cancellation(s) and Fees Associated with Thereof:**

##### **HOURLY BOOKING:**

- **NO-SHOW** (means guest, which means child, does not show up and there was no cancellation): Parent will be charged one full hour of child care at the Licensed Child Care Centers' hourly rate.

- **CANCELLATION MADE WITHIN 15 MINUTES BEFORE START:** Parent will be charged a \$10.00 late cancellation fee.
- **CANCELLATION MADE LESS THAN 60 MINUTES BEFORE START:** Parent will be charged \$5.00 late cancellation fee
- **CANCELLATION MADE GREATER THAN 60 MINUTES BEFORE START:** No cancellation fee, but the Company keeps the \$1.50 booking fee.

**Early Drop-off:** There is no penalty for early drop-offs. However, the final total booking value of child care that was provided to the child will reflect the additional time the child was at the Licensed Child Care Center.

**Late Drop-off:** There is no penalty for late drop-offs.

**Early pick-off:** There is no penalty for early pick-offs.

**Late pick-up:**

- **DURING** the Company's operating hours there is no penalty for late pick-up. The parent will simply be charged for the additional minutes used at whatever the care provider's rate is at that time.
- **AFTER** the Company's operating hour Parents will get a 30-MINUTE "GRACE PERIOD" during which they continue to be billed at the same hourly rate.
- **AFTER 30-MINUTE "GRACE PERIOD"** that goes into effect the moment the Licensed Child Care Center's operating hours expire with our Company, the parent will begin to charged \$1.00 a minute until pick-up.

**DAILY BOOKING:**

- **NO-SHOW** (means guest, which means child, does not show up and there was no cancellation): Parent will be charged Fifty Percent off of the CP Account Holder's daily rate.
- **CANCELLATION MADE AFTER 6:00PM THE BUSINESS DAY BEFORE START-TIME:** Parent will be charged Fifty Percent off of the CP Account Holder's daily rate.
- **CANCELLATION MADE PRIOR TO 6:00PM THE BUSINESS DAY BEFORE START-TIME:** If the cancellation is made prior to 6:00pm, the business day before booking, then there will be no cancellation fee.

**Early Drop-off:** No fees (if Carepass® Guest is admitted).

**Late Drop-off:** There is no penalty for late drop-offs.

**Early pick-off:** There is no penalty for early pick-offs.

**Late pick-up:**

- **DURING** the Company's operating hours there is no penalty for late pick-up. The parent will simply be charged for the additional minutes used at whatever the care provider's rate is at that time.
- **AFTER** the Company's operating hour Parents will get a 30-MINUTE "GRACE PERIOD" during which they continue to be billed at the same hourly rate.
- **AFTER 30-MINUTE "GRACE PERIOD"** that goes into effect the moment the Licensed Child Care Center's operating hours expire with our Company, the parent will begin to charged \$1.00 a minute until pick-up.

**WEEKLY BOOKING:**

- **NO-SHOW** (means guest, which means child, does not show up and there was no cancellation): One-fifth of the CP Account Holder's weekly rate.
- **CANCELLATION MADE AFTER 6:00PM THE BUSINESS DAY BEFORE START-TIME:** One-fifth of the CP Account Holder's weekly rate.
- **CANCELLATION MADE PRIOR TO 6:00PM THE BUSINESS DAY BEFORE START-TIME:** If the cancellation is made prior to 6:00pm, the business day before booking, then there will be no cancellation fee.

**Early Drop-off:** No fees (if Carepass® Guest is admitted).

**Late Drop-off:** There is no penalty for late drop-offs.

**Early pick-off:** There is no penalty for early pick-offs.

**Late pick-up:**

- **DURING** the Company's operating hours there is no penalty for late pick-up. The parent will simply be charged for the additional minutes used at whatever the care provider's rate is at that time.
- **AFTER** the Company's operating hour Parents will get a 30-MINUTE "GRACE PERIOD" during which they continue to be billed at the same hourly rate.
- **AFTER 30-MINUTE "GRACE PERIOD"** that goes into effect the moment the Licensed Child Care Center's operating hours expire with our Company, the parent will begin to charged \$1.00 a minute until pick-up.

**Avoidance of Booking Fee:** Parents may not use the App's booking platform for the purpose of avoiding the obligation to pay fees related to the Company's provision of the Services.

**Privacy Policy:** You represent that you have read and understood our Privacy Policy.

**Only Legal Use of the App:** You agree to use this App and its services only for legal and permitted purposes, and you agree that you will not upload, transfer, post, or email any illegal, offensive, pornographic, obscene, defamatory, libelous, slanderous, confidential, private, or distasteful material. You further agree not to stalk or harass other users of the App.

**Authorized Use of Intellectual Property:** You agree that any content you provide to the App or other users is your own content and does not violate any copyrights, trademarks, trade secrets, trade names, patents, or other intellectual property rights.

**DMCA:** You understand that the Company does not monitor all of the App's users or all the content that users provide to the website or to other users, but the Company reserves the right to delete, modify, or erase material in its sole discretion.

**Safety of the App:** You agree not to upload or transmit intentionally any computer viruses, worms, trojan horses, or other malicious code to the App or to any of the App's users. You agree not to hack into or intentionally upload any malicious code to the Company's App, or intentionally transmit such things to other users.

**The Company DOES NOT Engage in advertising; Religious Discrimination:** the Company does not directly or indirectly, for itself or for other Users publish, post, broadcast, by any means, maintain, circulate, issue, display, transmit, or otherwise disseminate or place in any manner before the public with reference to an establishment any advertisement that the patronage of any person is not welcome, or is objectionable, or is not acceptable because of a person's religion.

**If you do not agree or unable to agree to be bound by these Terms of Services, do not use the App.**

## **ELIGIBILITY**

If you download, register with or use the App, we may ask you to provide information:

- If you are a Parent
  - a. Minimum age: You are an individual at least 18 years of age and at least the legal age of majority in the state in which you reside.

The Company as of the date the Term of Use is released, the App does not require Parents to provide their age. However, the App is not intended for children under 13 years of age. **See the section on Children Under the Age of 13 stated on the PRIVACY POLICY. Also, note that even though the Company does not intend to limit the use of Parents between the ages of 13 and the age of majority in the state in which you reside, the Company's App is mainly**

**directed for the use of Parents that meet the age of majority in the state in which they reside.**

**THE COMPANY HAS NO OBLIGATION TO CONDUCT BACKGROUND OR VERIFICATION CHECKS ON ITS LICENSED CHILD CARE CENTERS.** However, we reserve the right to conduct such check and/or to verify Licensed Child Care Centers' account and registration information and the representation and warranties they have made, which may include, without limitation, our using third-party service providers to conduct criminal background checks or identity verification checks, or to perform other background or verification services, and using available public records, such as federal or state records, as well as information available on online social networks, and other online sources, each to the extent permitted by law.

**PARENTS AGREE TO RELEASE THE COMPANY AND THE COMPANY'S AFFILIATED PARTIES FROM ANY CLAIMS REGARDING ANY MISSTATEMENTS AND MISREPRESENTATIONS MADE BY ANY LICENSED CHILD CARE CENTERS ON THIS APP.** ("affiliated Parties" mean the Company's officers, directors, members, agents, assignees, representatives, marketing partners, licensors, independent contractors, and employees).

### **DISPUTES**

If any dispute or disagreement arises between a Parent and a Licensed Child Care Center relating to the services provided by the Licensed Child Care Center, the Parent and the Licensed Child Care Center are responsible for resolving any such dispute directly with each other. The Company will not be a party to any such dispute, and the Company will not be obligated to take any action towards the dispute. **However, in the event that the Company becomes involved in such dispute, or litigation should ensue, the governing law jurisdictional law should be Florida's law.**

**If any dispute or disagreement arises between a Parent and the Company relating to the services provided by the Company or about any payment made by or due from the Parent, should be resolved by alternative dispute resolution, such as arbitration with the governing jurisdictional law being Florida's law.**

### **LIMITATION OF LIABILITY**

**IN NO EVENT WILL THE COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF RELATING TO THE CONDUCT OF YOU—PARENT--OR LICENSED CHILD CARE CENTER OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE APP OR SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY,**

**EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM (1) INTERACTIONS WITH OTHER USERS OF THE APP, WHETHER ONLINE OR OFFLINE, (2) YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE APP OR TRANSMITTED TO OR BY ANY USER OR THE APP OR SERVICES, AND (3) REVIEWS OR COMMENTS MADE ABOUT YOU ON THE APP BY OTHER USERS.**

**ALSO NOTE, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATED PARTIES BE LIABLE OF INTERACTIONS AND CONDUCT THAT TRANSPIRE IN THE LICENSED CHILD CARE CENTERS TOWARDS THE CARE OF A CHILD, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, PHYSICAL AND/OR EMOTIONAL ABUSE, MOLESTATION, NEGLIGENCE, STRUCTURAL DAMAGES, FIRES, NATURAL DISASTERS, SICKNESS AND/OR DISEASES, FOOD POISONING.**

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless the Company and its Affiliated Parties from and against any and all claims, losses, expenses, demands or liability, including attorneys' fees and cost incurred by the Company and its Affiliated Parties in connection with any claim by a third-party (including intellectual property claims arising out of (1) your use or misuse of, or inability to use, the App or Services, (2) any materials and content you submit, post, or transmit through the App, (3) your violation of these Term of Services or your violation of any rights of a third-party, (4) your interaction with or conduct towards any other Users, (5) your violation of any application law, rules, regulation, (6) information contained in any background or verification report, regardless of whether ordered by a User or the Company. You agree that you will cooperate as reasonably requested by the Company in the defense of such claims. The Company and its Affiliated Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users.