

Carepass® Terms of Use

Last Updated: July 10, 2019

Thank you for interest in becoming part of the Carepass® Network. Carepass, Inc. helps those who are seeking childcare services ("CP Care Seekers") locate, research, connect, and coordinate with those who can provide such services ("CP Account Holders").

These terms of use ("Terms") constitute a legally binding agreement ("Agreement") between the prospective CP Account Holder ("you" and "your") and Carepass, Inc. ("Carepass", "company", "we", or "us"). The following terms and conditions govern your access to and use of www.carepass.co, including any content, functionality, and services offered on or through our website application program interface, <https://provider.carepass.co/>, through which Carepass makes the Carepass Services available ("collectively, the Site").

Please read the Terms carefully before you start to use the Site because it contains important information about your legal rights, remedies and obligations. By using the Site, you accept and agree to be bound and abide by these Terms and the [Privacy Policy](#) incorporated herein by reference. If you do not want to agree to these Terms or the [Privacy Policy](#), you must not access or use the Site.

Please note: Section 11 of these Terms of Use contains a mediation clause that applies to all registered CP Account Holders. If you reside in the United States, this provision applies to all disputes with Carepass. If you reside outside of the United States, this provision applies to any action you bring against Carepass in the United States. It affects how disputes with Carepass are resolved. By accepting these Terms of Use, you agree to be bound by this mediation clause. Please read it carefully.

Please note: This Site is offered and available to registered CP Account Holders and CP Care Seekers (collectively, "Users") who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using this Site, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Site.

Modification of these Terms

Carepass reserves the right to modify these Terms from time to time in accordance with this provision. If we make changes to these Terms, we will post the revised Terms on the Carepass Site and update the "Last Updated" date at the top of these Terms. We will also provide you with notice by email or by SMS/MMS messaging of any material modifications to these Terms at least **thirty (30) calendar days** before the date they become effective. Non-material changes will become effective immediately. If you disagree with the revised Terms, you may terminate this Agreement with immediate effect. We will inform you about your right of refusal and your right to terminate this Agreement in the notification email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued use of the Site or the Services will constitute acceptance of the revised Terms.

These Terms of Use are organized into the following sections:

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- I. **Nature of our Site and Services**
 - A. **Our Services**

We help our CP Care Seekers locate, research connect, and coordinate with those who can provide such services, you, our CP Account Holder. The following services are offered to our registered CP Account Holders ("Services"):

- We provide a directory of our CP Account Holders, which includes those who are licensed child care centers who are registered and authorized, by us, to be part of the Carepass Network.
- We advertise CP Account Holders' full-time enrollment programs on our platform to CP Care Seekers.
- We assist and permit CP Account Holders to upload content to their CP Account Holder Profile ("Provider Profile"). Please refer to Section III (B) for a description of such content.
- We enable CP Account Holders to post their School Profile(s) to the Carepass Network.
- We allow our Users to locate each other through the Carepass Network by matching the needs, preferences, schedules, and geographic locations of our CP Care Seekers with our CP Account Holders.
- We enable our CP Care Seekers to book drop-in child care services with CP Account Holders.
- We provide check-in/check-out technology tools and procedures for CP Account Holders to provide child care services to the children of CP Care Seekers ("Carepass Guests")
- We offer a service, through Stripe, Inc., ("Stripe"), a third party, that facilitates the payment of CP Account Holders by CP Care Seekers via credit card or debit card on the Carepass Network. These payment processing services are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these Terms, or continuing to operate as a registered User on the Carepass Network, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Carepass, Inc. enabling payment processing services through Stripe, you agree to provide Carepass, Inc. accurate and complete information about you, and you authorize Carepass, Inc. to share it and transaction information related to your use of the payment processing services provided by Stripe. Carepass, Inc. assumes no liability or responsibility for any payments you may make through this service, and all such payments are non-refundable.

As our Company grows and transforms, we expect our Services to do the same. Unless explicitly stated otherwise, any new features that augment or enhance the current Service shall be subject to the Terms.

B. Premium Membership

Account Holders with Premium Membership Subscriptions enjoy various benefits within their Premium Membership. Benefits include:

- Preferential search placement, with higher search rankings within search results
- More photos displayed within the Account Holders' School Profile(s)
- Access to the optional drop-in care booking engine
- Ability to advertise schools' tuition schedules, services, amenities, diets, etc.
- Preferential notation of schools' locations in 'map view'

C. Limitations to Our Services

We are not a referral, matching or placement service. We do not provide, refer, recommend, place, offer or seek to obtain employment or engagement for any of our Users. We do not make any representations about the suitability, reliability, timeliness, or accuracy of the services provided by CP Account Holders or the integrity, responsibility or actions of our Users whether in public, private or offline interactions. Further, we do not have control over the quality, timing, or legality of the services actually delivered by CP Account Holders, or of the integrity, responsibility or actions of our Users.

CP Account Holders are responsible for compliance with all applicable employment and other laws in connection with any employment relationship they establish (such as state-specific child care licensing requirements, applicable payroll, and tax and minimum wage laws, and truthful and non-misleading advertising).

CP Care Seeker and CP Account Holder content is primarily user generated. Subject to limited circumstances, we do not control or vet user generated content for accuracy. Under the protection

of Section 230 of the Communications Decency Act and federal law, Carepass does not assume any responsibility for the accuracy or reliability of any information provided by our Users on or off the Carepass Network. We may ask our Users to verify certain information such as financial and contact information. Verification of such information means that the User has complied with the process we have established for verifying such information. However, we do not guarantee, nor do we represent or warrant as to, the accuracy of such information. As such, Carepass assumes no responsibility for the timeliness, deletion, mis-delivery or failure to store any User communications or personalization settings.

As part of the registration process, in order for you to become part of the Carepass Network, we cross-reference information regarding your child care license status.

Carepass does not assume and expressly disclaims any liability that may result from the use of information provided on the Carepass Network. You hereby expressly agree not to hold Carepass (or our officers, directors, shareholders, employees, subsidiaries, other affiliates) liable for the actions or inactions of any of our Users, or other third party, or for any information, instruction, advice or services which originated through the Site or Carepass Network, and, Carepass and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that arise or may arise, whether known or unknown therefrom.

II. Pricing for Services

We utilize a subscription-based membership pricing model. CP Account Holders gain access to our platform by paying a “per-location” monthly subscription fee in order to have the schools’ profiles hosted on the Carepass site. The monthly subscription fee is not charged until 1) a CP Account Holder has provided all required profile information for a school and 2) we “activate” the profile.

A. Membership

i. Membership Forms

We offer membership in two forms: on a three-month and a twelve-month subscription basis.

- Three-month membership
- Twelve-month membership

ii. Membership Costs

The membership fee is charged on a “per-location” basis, where each campus requires its own membership subscription for it to be listed on our platform. We reserve the right to change or alter subscription fees without notice.

B. Cancellation and Refunds

i. Cancellations

CP Account Holders may cancel membership subscriptions at any time before the subscription is automatically renewed at the end of the three or twelve-month membership period. For both membership models, CP Account Holders will have access to cancellation at any point in time within their administration portal pages. Membership subscriptions may be cancelled in one of two ways:

- **Cancel Subscription Only**
 - In this cancellation, the CP Account Holder’s prepaid location profile(s) will remain active and visible on the site until the termination of the three or twelve-month membership period. The user will not be charged again as the account will not automatically renew the membership subscription.
- **Cancel Subscription and Delete Profile**
 - In this cancellation, the CP Account Holder’s school profile(s) will be taken down immediately. We store this information for the duration of

your membership with Carepass and indefinitely afterwards. Data may be physically deleted if requested by schools or users. The profile will not remain active or visible on the site for the remainder of the membership period. No refund will be issued for any unused portion of a membership period.

ii. Refunds

All refund requests for membership subscriptions are considered on a case-by-case basis. Please contact a member of the Carepass team for more information.

C. Failure to Pay

Should payment fail to be made because of an expired credit card or otherwise, the school profile in question will be taken down automatically at the time when the membership subscription ends and the profile is up for automatic renewal.

III. Eligibility to Use the Site and Services

By registering to use our Site or Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. You also represent and warrant that you meet the following eligibility criteria:

- Our Services are available only to those licensed with the appropriate state and/or county to provide child care services. If you do not have an active license in good standing with the applicable state or municipal licensing agency that governs child care providers, you are not eligible to register to use the Site or Service.
- **As a registered CP Account Holder, you ensure that you are in full compliance with your state law.**
- The Site and the Services are currently available only to licensed childcare centers that are legally operative in the United States. If your center resides outside this geographic region, you are not eligible to register to use our Services.
- Neither you, the owner/director of the child care center, nor any of your personnel, may have ever been (i) the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, or (ii) registered, or currently required to register, as a sex offender with any government entity.
- As the owner/director of the CP Account Holder establishment, you are at least eighteen (18) years old. If you are below eighteen (18) years old Carepass may terminate your access to all or part of the Carepass Site, remove your profile and/or any content posted by or about you from the Site, and/or terminate your registration in Carepass, with or without notice
- You are not a competitor of Carepass or using our Services for reasons that are in competition with Carepass
- You have established and currently abide by written procedures for documenting, storing, and using confidential information that are consistent with your state law's standards.

Carepass is under no obligation to conduct background or verification checks on its registered Users. However, we reserve the right to have discretion when to utilize third party service providers to use your information to run a background check on you or your employees when you register as a CP Account Holder. Further, your continued use of our Services or interaction with the Site authorizes such third party service providers to occasionally check your information against a variety of sources, which may include, but are not limited to, national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data to assist us in verifying the information and representation you provide to us. While Carepass does not actively conduct background checks on you, Carepass reserves the right to conduct an investigation in the event Carepass deems an investigation to be necessary (such as disclosing information in accordance with court orders).

You authorize Carepass to disclose information we've collected about you if required to do so by the law or if we, in our sole discretion, believe that disclosure is reasonable to comply with the law, requests or orders from law enforcement, or any legal process (whether or not such disclosure is required by applicable law), or to protect or defend the rights, interests, property, safety, and security of Carepass Users, or the public. We may also reserve the right to disclose information we've collected about you for purposes of protecting the health and safety of our Carepass Network and our Users, such as in the case of risk of harm or violence against any person (including you).

IV. Rule for CP Account Holder Responsibilities, Conduct and Use of Services

A. Registration, Content, and Posting Restrictions

The following rules pertain to "Content", defined as any communications, images, videos, and all the material, data, and information that you may upload or transmit through the Site or Services, or that other Users upload or transmit, including without limitation any Content, messages, photos, audios, videos, reviews or profiles that you publish or display (hereinafter, "post"). By posting any Content while using our Service, you agree, represent and warrant as follows:

- In order to use our Services, you must register for and maintain an active account. Account registration requires you to submit certain personal information, such as your name, address, mobile phone number, as well as direct deposit information. You are responsible for providing accurate, current and complete information in connection with your registration for use of the Site and the Services. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired bank account information on file, may result in your inability to access or use the Services. Any insufficient funds fees or similar penalties resulting from expired or invalid banking, credit card, or similar information charged to Carepass will be charged back to you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Carepass in writing, you may only possess one Account.
- Pictures or videos (collectively, "Images") used in your Profile must accurately reflect the quality and condition of your services. Carepass reserves the right to require that Profiles have a minimum number of Images of a certain format, size and resolution.
- You will register your account in your center's own legal name, in the legal name of the owner or director of the child care center, or under the center's "Doing business as" (DBA) name.
- Unless otherwise permitted by Carepass, all Content you post will be in English as the Site and Services generally are not supported in any other languages.
- You understand and agree that Carepass may, in its sole discretion, review, edit, and delete any Content, in each case in whole or in part, that in the sole judgment of Carepass violates these Terms or which Carepass determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users of the Site or others.
- Your use of the Services, including but not limited to the Content you post on the Site, must be in accordance with any and all applicable laws and regulations.
- Carepass is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by Users of the Site.
- As a CP Account Holder you may submit Content to the Site, including photo, videos, Rate Card information, and any other Content you wish to provide. You understand that Carepass does not guarantee any confidentiality with respect to the Content you submit.
- You are solely responsible for any Content that you post on the Site. You will not post on the Site, or transmit to other Users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, defamatory, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity), or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse, or give the impression that any Content emanates from Carepass where this is not the case.
- You will not provide inaccurate, misleading, defamatory or false information to Carepass or to any other User of the Site, and all opinions stated as part of Content must be genuinely held. Without limiting the foregoing, you represent and warrant to us that you have the right and authority to post all information you post about yourself or others, including without limitation that you have authorization from a parent or guardian of any minor who is the subject of any Content you post to post such Content. Parents and/or guardians have the right to contact Carepass and request the take-down of any information, pictures, or other content featuring a minor or personal information of a parent and/or guardian or household.
- Any feedback on you made available through the Carepass Network, but not directly by Carepass, are those of their respective authors. Such authors are solely responsible for such content. Carepass does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Carepass Network or available through the Site or Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will Carepass or its Affiliates be responsible for any loss or damage resulting from: (a) your reliance on information or other content posted on the Site

or transmitted to or by any User of the Site or Service; or (b) reviews or comments made about you on the Site or on our social media accounts by other Users.

- You agree that Carepass has no obligation to remove any reviews or other information posted on the Site or on our social media accounts by other Users about you or any other person or entity. Carepass is protected from liability for users' reviews or other information under Section 230 of the Communications Decency Act and federal law.

We are open to receive your feedback and questions about our Site and Services. However, you agree that any comments, ideas, messages, questions, suggestions, or other communications you send to us or share with us through any means of communication (phone, SMS/MMS message, email, etc.) shall be and remain the exclusive property of Carepass and we may use all such communications, all without notice to, consent from, or compensation to you.

B. CP Account Holder Responsibilities

You understand that you are solely responsible for admitting a Carepass Guest within the optional drop-in care model. Further, you are responsible for communicating and resolving any issues that may arise with the CP Care Seeker who seeks to use your drop-in childcare services for that Carepass Guest. **As the CP Account Holder, you reserve the right to decline or cancel a drop-in booking, made by a CP Care Seeker, at any time prior to the booking.**

You understand that any screening we may conduct on our Users should not be viewed as complete, accurate, up-to-date or conclusive information on the User. You are solely responsible for following up with the CP Care Seeker on any additional inquiries you may have related to providing the child care services, including, but not limited to, any medical information that is needed, verifying information provided by a CP Care Seeker, and any changes that were made by you or the CP Care Seeker that were communicated outside the Services of the Carepass Network.

You will have access to confidential information about enrolled children, families and staff. When dealing with sensitive information, it is crucial that child care staff be aware of confidential information and know how to protect the privacy of all people involved. A child's file may include:

- Enrollment information;
- Personnel records;
- Health insurance documentation;
- Health screenings and records, including health exam/immunization records, medication records, documentation of medical, mental health or developmental evaluations;
- Food and/or drug allergies;
- Emergency contact information, including names and phone numbers,
- Contact information for people authorized to pick up children,
- Classroom or child observation data
- Daily attendance.
- Accidents and incidents.
- Parental permission for field trips and administration of medications.

You are responsible for any sensitive information you receive on a Carepass Guest. Carepass does not store these records on the Site nor through the CP Care Seeker's Mobile Application. Records are only stored on our server and transmitted to your web application portal. We strongly encourage that you establish and abide by written procedures for documenting, storing, and using confidential information that is consistent with your state's standards.

You are responsible for the proper handling of any medical information (like medical records) on Carepass Guests (medical records are the property of the custodial parent or legal guardian and must be returned to them when the child withdraws from the facility).

Certain information you provide to us will help us determine your childcare license status. When providing licensure information, you represent and warrant to us that you have the right and authority to provide us with such information about yourself or others. Further, you represent and warrant to us that your information abides by your state law and that you have satisfied the requirements of being a licensed child care service provider under your controlling jurisdiction for the type of care you claim to provide.

When you acquired your child care license, you understood that there could be legal consequences if you knowingly failed, by false statement, misrepresentation, impersonation, or other fraudulent means, to disclose material or required information in your application for a child care license, as regulated under relevant Federal, State or local laws, to operate a child care facility.

You agree that Carepass may contact you by telephone or text messages at any of the phone numbers provided by you or on your behalf in connection with your Carepass account, including for marketing purposes. You understand that you are not required to provide this consent as a condition of purchasing any property, goods or services. You also understand that you may opt out of receiving phone calls or text messages, for marketing purposes, from Carepass at any time, by contacting a Carepass Representative at support@carepass.co. If you choose not to opt out, Carepass may contact you as outlined in its [Privacy Policy](#), located herein.

C. Intellectual Property of You, Others, and Us

Your Intellectual Property: By creating, uploading, posting, storing, or otherwise making available any Content on or through our Site, Services, and/or Carepass Network, you grant to Carepass a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to such Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Content for the purposes of advertising, marketing and/or any other business purposes, in any media or platform, whether in relation to your Profile or otherwise, without further notice or compensation to you. Unless you provide specific consent, Carepass does not claim any ownership rights in any of your Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Content.

Carepass does not endorse any Content submitted to the Site by you or any other User and Carepass expressly disclaims any and all liability in connection with Content. Carepass does not permit copyright infringing activities and infringement of intellectual property rights on the Site, and Carepass will remove all Content if properly notified that such Content infringes on another's intellectual property rights. Carepass reserves the right to remove Content without prior notice.

Intellectual Property of Others: Content material available on the Carepass Network may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. You acknowledge and agree that the content on the Carepass Network, including all associated intellectual property rights, are the exclusive property of Carepass and/or its licensors or authorizing third-parties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Content provided by the Carepass Network.

- You are solely responsible for your own Content and consequences of submitting and publishing your Content to the Site. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to Carepass all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Carepass Network, to be viewable by our Users, pursuant to these Terms of Use.
- You further agree that Content you submit to the Site will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant Carepass all of the license rights granted herein.

Intellectual Property of Carepass: All trademarks, service marks, logos, trade names, and any other source identifiers of Carepass used on or in connection with the Site, Services, and Carepass Network are trademarks of Carepass in the United States. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Site, Services, and Carepass Network are used for identification purposes only and may be the property of their respective owners.

D. Access and Use of Services

You are responsible for obtaining the necessary data network access to use the Site or Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your mobile device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Web Applications and any

updates thereto. Carepass does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

E. Exclusive Use

Your account can only be used to connect with CP Care Seekers for your own childcare center(s) or locations that you own or manage. You, as the owner or director of the CP Account Holder operation ("CP Care Provide Admin"), agree that you are responsible for all activity that occurs on your account. You may not assign or otherwise transfer your account to another person or entity.

F. Prohibited Uses

As a registered User, by using the Site or Service, you agree that you will not under any circumstances:

- Use the Site, Services, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
- Use the Site or Services for any fraudulent or unlawful purpose, for any purpose not expressly intended by Carepass or for the promotion of illegal activities;
- Harass, abuse or harm another person or group, or attempt to do so;
- Use another User's Carepass account;
- Provide false or inaccurate information when registering an account on Carepass, using the Site or Services or communicating with other Users;
- Attempt to re-register with Carepass if we have terminated your account for any or no reason or terminate your registration and re-register in order to prevent a review from being associated with your account;
- Interfere or attempt to interfere with the proper functioning of Carepass's Services;
- Bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data (whether manually or through automated means);
- Make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- Publish or link to malicious content intended to damage or disrupt another User's browser or computer.
- Use the communication systems provided by or contacts made on Carepass for any commercial solicitation purposes;

In order to protect the integrity of the Site and the Services, Carepass reserves the right at any time in its sole discretion to take appropriate actions in order to protect our Users from the results of your prohibited activities. Should you violate any of the terms in this Section or any terms herein, Carepass reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services.

V. Termination, Deactivation, and Deletion

A. Termination By Us

Carepass reserves the right, with or without notice, for any reason or no reason, in its sole discretion, to (i) immediately terminate your access to all or part of the Site and/or Services, and/or (ii) remove your profile and/or any content posted by you or about you from the Site and/or (iii) terminate your account with Carepass. Unless otherwise decided by Carepass, such termination, suspension, and/or removal will be effective immediately. Should Carepass determine that you are not eligible to use the Services, have violated any terms stated herein, are not suitable for participation as a CP Account Holder, have mis-used or mis-appropriated Site content, including but not limited to use on a "mirrored," competitive, or third-party site. Upon termination, Carepass is under no obligation to provide you with a copy of any content posted by or about you on the Site. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination.

B. Effect of Termination

Upon the termination of your account, you will no longer have access to the portions of the Site or Services that require account registration. If your account is terminated, your Profile will no longer be displayed.

C. Cancellation of Subscription Only By You

You may cancel your subscription at any time by logging into your account and adjusting your account settings to cancel your subscription." After deactivating your account, your Profile will be visible in the Carepass Network for the remainder of your three-month or twelve-month membership period. You may re-activate your account at any time, but your previous information and activity, may no longer be available. Should you decide to deactivate your account, Carepass reserves the right to withhold your information in the event you would like to reactivate your account.

D. Cancellation and Deletion of Subscription By You

You may delete your account at any time by logging into your account and adjusting your account settings to cancel your subscription and immediately delete your profile. After deleting your account, your Profile will no longer be visible in the Carepass Network. Should you decide to delete your account, Carepass reserves the right to withhold your information. No refund will be issued for any unused portion of a membership period.

VI. Privacy

Carepass uses the information you provide on the Site or via the Services or in accordance with our [Privacy Policy](#). For more information, see our full Privacy Policy, the terms of which are incorporated herein.

VII. Links to External Sites

Links from the Site to external sites (including external sites that are framed by Carepass) or inclusion of advertisements and other third-party content do not constitute an endorsement by Carepass of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such third-party content, but are for Users' reference and convenience.

Users access them at their own risk. It is the responsibility of the User to evaluate the content and usefulness of the information obtained from other sites. Carepass does not control such sites, and is not responsible for their content.

Users further acknowledge that use of any site or content controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Carepass' Terms of Use and Privacy Policy. Carepass expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All Users hereby agree to hold Carepass harmless from any liability that may result from the use of links that may appear on the Site.

VIII. Payment and Service Fees

Carepass will process fees and payments pursuant to the [Payments Terms](#). You are responsible for paying any Fees that you owe to Carepass. CP Account Holders are solely responsible for setting prices for long-term care and for drop-in care (including any applicable taxes) for the CP Account Holder's child care service ("Child Care Fee"). Once you initiate your drop-in child care service to the CP Care Seeker, the charges to the CP Care Seeker for using your child care service begins ("billable start"). Once you cease providing drop-in child care services to the CP Care Seeker (for that hour, day, or week), the charges to the CP Care Seeker will stop accumulating ("billable end"). The total amount charged to the CP Care Seeker will encompass all charges reflected by the billable start and billable end times, and any other fees that may have accumulated (cancellation fees, late fees, early/late drop-off or pick-up fees) ("CP Care Seeker's Charges"). In exchange for using our Services, we will charge you 10% of the CP Care Seeker's Charges for drop-in care services. The CP Care Seeker's Charges less 10% of the CP Care Seeker's Charges is what we will charge you for using our Services ("Billing Amount"). The Billing amount encompasses the actual amount that will be billed to you, the CP Account Holder. For more information regarding payments, see our full [Payments Terms](#), the terms of which are incorporated herein.

IX. Age Restrictions

Carepass is intended for owners/directors of childcare service centers who are 18 or over. Carepass will not knowingly collect any information from individuals under 13. Should we determine that you do not meet the age requirements for using our Site or Services, your registration will be terminated immediately.

X. Disclaimers; Limitations; Waivers; and Indemnification

A. No Warranty

The information and materials contained on the Site, including text, graphics, information, links or other items are provided "as is," "as available." Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Carepass, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **CAREPASS DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT,**

ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN CAREPASS; (3) WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CAREPASS EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.

IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, CAREPASS MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY USER OF OUR SITE TO PROVIDE SERVICES AS A CP ACCOUNT HOLDER OR TO EMPLOY THE SERVICES OF A CP ACCOUNT HOLDER.

B. Assumption of Risk

You assume all the risk when using the Site or Services, including but not limited to all of the risks associated with any online or offline interactions with our Users. You agree to take all necessary precautions when interacting with other Users.

C. Insurance

Subject to the appropriate laws of your state, as a CP Account Holder, you must maintain liability insurance with insurance limits equal to or greater than the minimum requirements for the state where you operate. State laws may vary. Some states may have mandatory insurance requirements. Please check with the agency which licenses or registers your facility.

Carepass recommends that you obtain appropriate insurance for your child care services and general business activities. In addition to insurance relating to child care services, other liability insurance policies to look into may include homeowners or renters insurance, general liability insurance, and professional liability/errors and omissions insurance.

You understand and agree that Carepass may make a claim under your child care insurance, homeowner's, renter's or other insurance policy related to any damage or loss that you may have caused, or been responsible for, in relation to our Services and the general well-being of our Carepass Guests. You agree to cooperate with and assist Carepass in good faith, and to provide Carepass with such information as may be reasonably requested by Carepass, to make a claim under your insurance policies, including, but not limited to, executing documents and taking such further acts as Carepass may reasonably request to assist Carepass in accomplishing the foregoing.

Carepass reserves the right to require Account Holders to provide proof of insurance.

D. Limitation of Liability

IN NO EVENT WILL CAREPASS 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—THE CP CHILD ACCOUNT HOLDER—OR THE CP CHILD CARE SEEKER 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 CAREPASS OR ITS AFFILIATED PARTIES BE LIABLE OF INTERACTIONS AND CONDUCT THAT TRANSPIRE IN THE FACILITY OF YOUR CHILD CARE CENTER TOWARDS THE CARE OF A CHILD—THE CAREPASS GUEST, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, PHYSICAL AND/OR EMOTIONAL ABUSE, MOLESTATION, NEGLIGENCE, STRUCTURAL DAMAGES, FIRES, NATURAL DISASTERS, SICKNESS AND/OR DISEASES, FOOD POISONING.

E. 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.

XI. Governing Law and Jurisdiction

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

XII. Agreement to Mediate

If any dispute arises in connection with this agreement, the parties will attempt to settle it by mediation in accordance with the American Arbitration Association ("AAA") under its Commercial Mediation Procedures, or another procedure decided by the parties. The mediation will start, unless otherwise agreed between the parties, within 28 business days of one party issuing a request to mediate to the other.

Unless otherwise agreed between the parties, the mediator will be nominated by the AAA, or another person with authority to nominate, within 14 business days of notice of the dispute.

The mediation will take place in Florida and the language of the mediation will be English. If there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within 14 business days from the notice of the dispute, where appropriate, in conjunction with the mediator, AAA, or other provider, will be requested to decide that point for the parties having consulted with them.

Any agreement reached through mediation shall be governed by, and construed and take effect in accordance with, the substantive law of Florida.

If the dispute is not settled by mediation within 14 days of commencement of the mediation or within such further period as the parties may agree in writing either party may issue arbitration or court proceedings.

XIII. Miscellaneous

This Agreement shall not be construed as making you the partner, joint venture, agent, legal representative, employer, contractor or employee of Carepass. Neither Carepass nor you, as the parties to this agreement, shall have, or hold itself out to any third party as having any authority to make any statements, representations or commitments of any kind, or to take any action, that shall be binding on the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way effect the validity, legality or enforceability of any other term or provision of these Terms. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

XIV. Severability

Should a court decide that any term or provision of these Terms are invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified.

XV. Contact Information

If you have any feedback, questions or complaints about these Terms, please contact us directly at:

Carepass, Inc.
400 NW 26th Street, Miami, FL 33127
info@carepass.co
(844) 522-9104

Carepass® Payment Terms of Use

Last Updated: July 10, 2019

These Payment Terms of Use ("Payment Terms") constitute a legally binding agreement ("Agreement") between the CP Account Holder or the CP Care Seeker (collectively, "Users") and Carepass, Inc. ("Carepass", "company", "we", or "us"). By using our services, the Users agree to be bound by the applicable general Terms of Use ("General Terms"), these additional Payment Terms and the privacy policies. Defined terms will have the same meaning as those found in the General Terms, unless otherwise re-defined herein.

These Payment Terms should be read carefully before using our Services because it contains important information about the Users' legal rights, remedies and obligations. By using the Site, the Users accept and agree to be bound and abide by these Payment Terms, the General Terms and the privacy policies incorporated herein by reference. If the Users do not want to agree to these Payment Terms, the General Terms or the privacy policies, the Users must not access or use the Site.

A. Overview

Carepass is a subscription-based online platform where member preschools and daycares can engage with, and advertise their programs to, parents and/or guardians ("CP Care Seekers"). In addition to providing a web and mobile-based platform to showcase and advertise their schools, subscribed licensed childcare centers ("CP Account Holders") can opt in to Carepass' short-term care booking engine, which matches parents and/or guardians ("CP Care Seekers") seeking safe, flexible and affordable "drop-in" child care with participating schools.

Carepass offers CP Care Seekers access to important information about preschools and daycares throughout Florida and Colorado, as well as an innovative short-term bookings engine which lets them find, book and pay for drop-in care by the week, day or hour at participating schools.

The Users, CP Account Holders and CP Care Seekers, agree that each activity, booking, or other transaction reported on the Carepass Network, including any drop-in child care services provided by the CP Account Holder and any amounts due from a CP Care Seeker to the CP Account Holder for the provision of such services, will be deemed accurate, correct and binding, unless challenged, by notifying the other person and Carepass (by emailing support@carepass.co), within 21 calendar days of posting of the disputed activity, booking or other transaction on the Carepass Network.

The Users understand that use of our Services may result in charges to the Users for the services the Users receive ("Charges"). Carepass will receive and/or enable the Users' payment of the applicable Charges for services obtained through the Users use of our Services. Charges will be inclusive of applicable taxes where required by law. Charges may include other applicable fees, including a booking fee or cancellation fees.

B. Terms Defined

"Blended hourly rate" is displayed in search results and on the CP Account Holder Profile. It is calculated as an average of all the different hourly rates charged by a CP Account Holder.

"Daily rate" is the price charged for one full day of care. It is set by the CP Account Holder in the Rate Card section of their admin portal.

"Weekly rate" is the price charged for one full week of care. The weekly rate always starts on Monday and ends on Friday. It is set by the CP Account Holder in the Rate Card section of their admin portal.

"Monthly rate" is the price charged for one full month of care. The monthly rate begins on the first calendar day of the month and ends on the last calendar day of the month. It is set by the CP Account Holder in the Rate Card section of their admin portal.

"Billing amount" encompasses the actual amount that will be billed to the CP Account Holder.

"Booking" is the action, on part of the CP Care Seeker, to reserve an available opportunity to admit the Carepass Guest into CP Account Holder's child care services operation. During the booking process, the start and end times will be determined in fifteen-minute interval blocks. In addition to a start and end time, the specified start and date will be determined.

“**Billable start and Billable end**” includes when the service begins to when the service ends. These billable start and billable end times help produce a final billing amount.

“**No-show**” means a Carepass Guest failed to show up at the scheduled booking start time and there was no notification by the CP Care Seeker, or other authorized person, of their cancellation.

“**Payment Method**” is the way the CP Care Seeker chooses to compensate the CP Account Holder. The CP Care Seeker compensates the CP Account Holder in exchange for receiving child care services.

The way that a buyer chooses to compensate the seller of a good or service that is also acceptable to the seller.

“**Payout Method**” is the way the CP Account Holder receives the funds earned from rendering the child care service to the CP Care Seeker.

“**Account**” is the Users’ Carepass Account. The Account is where the Users can review prior or upcoming bookings, charges, fees, and any outstanding balances. Users may also review and/or revise their financial, personal, and other information or content related to the Users’ Profile.

C. Modifications

Carepass reserves the right to change these Payment Terms, and any payment schedule at any time. We will provide the Users adequate notice of any payment changes before they become effective. The Users must agree to the changes in order to continue to use our Services. All balances and all Fees, charges, and payments collected or paid through our Services are denominated in US dollars.

D. Our Fees

i. In General

Carepass may charge fees to CP Account Holders ("Provider Fees") and/or CP Care Seekers ("Seeker Fees") (collectively, "Service Fees") in consideration for the use of the Carepass Network.

The Users agree to pay the applicable fees listed on our Payment Schedule for use of our Services. All Fees are charged at the time we process a transaction and are deducted first from the transferred or collected funds and thereafter from the balance in the Users’ Account.

Subject to the [Terms](#) and these [Payment Terms](#), we reserve the right to change our Fees upon thirty (30) calendar days’ advance notice. The Users must agree to the change in Fees to continue to use the Payment Services. All balances and all Provider Fees and Seeker Fees, charges, and payments collected or paid through our Services are denominated in US dollars.

ii. Non-Refundable Booking Fees for CP Care Seekers

We charge a \$2.50 nonrefundable “booking fee” from CP Care Seekers any time CP Care Seekers book drop-in care for the Carepass Guest through Carepass Network. The booking fee can be refunded only if the CP Account Holder, cancels or declines the booking. At the conclusion of drop-in booking, we take an additional 10% of the final total booking value.

iii. Avoidance of Booking Fee

CP Care Seekers may not use the App’s booking platform for the purpose of avoiding the obligation to pay fees related to Carepass’s provision of the Services.

iv. Cancellations for CP Account Holders

A CP Account Holder may elect to cancel their offer to provide their child care services at any time prior to the commencement of such Services, at no cost to the CP Account Holder.

v. No-Shows, Cancellations, Drop-off and Pick-up Fees for CP Care Seekers

A CP Care Seeker may elect to cancel their request for child care services at any time prior to the commencement of such Services, in which case the CP Care Seeker may be charged a cancellation fee. Cancellation(s) and fees associated with thereof include the following:

HOURLY BOOKING

No-show:

Parent will be charged one full hour of child care at CP Account Holder’s hourly rate.

Cancellation made within 15 minutes of start-time:

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-up:

There is no penalty for early pick-ups.

Late pick-up:

- **During the CP Account Holder'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 Account Holder's rate is at that time.
- **After the CP Account Holder's operating hours** 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 be charged \$1.00 a minute until pick-up.

DAILY BOOKING

No-show:

Fifty Percent off of the CP Account Holder's daily rate.

Cancellation made after 6:00pm the business day before start-time:

Fifty Percent off of the CP Account Holder's daily rate.

Cancellation made prior to 6:00pm the business day before start:

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 CP Account Holder'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 Account Holder's rate is at that time.
- **After the CP Account Holder's operating hours** 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 be charged \$1.00 a minute until pick-up.

WEEKLY BOOKING

No-show:

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:

If the cancellation is made prior to 6:00pm on the business day before the start day, 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-up:

There is no penalty for early pick-ups.

Late pick-up:

- **During the CP Account Holder'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 Account Holder's rate is at that time.
- **After the CP Account Holder's operating hours** 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 be charged \$1.00 a minute until pick-up.

E. Our Rates

i. For CP Account Holders

Pricing for Services

We utilize a subscription-based membership pricing model. CP Account Holders gain access to our platform by paying a "per-location" monthly subscription fee in order to have the schools' profiles hosted on the Carepass site. The monthly subscription fee is not charged until 1) a CP Account Holder has provided all required profile information for a school and 2) we "activate" the profile.

A. Membership

i. Membership Forms

We offer membership in two forms: on a three-month and a twelve-month subscription basis.

1. Three-month membership
2. Twelve-month membership

ii. Membership Costs

The membership fee is charged on a "per-location" basis, where each campus requires its own membership subscription for it to be listed on our platform. We reserve the right to change or alter subscription fees without notice.

B. Cancellation and Refunds

i. Cancellations

CP Account Holders may cancel membership subscriptions at any time before the subscription is automatically renewed at the end of the three or twelve-month membership period. For both membership models, CP Account Holders will have access to cancellation at any point in time within their administration portal pages. Membership subscriptions may be cancelled in one of two ways:

- Cancel Subscription Only

- In this cancellation, the CP Account Holder’s prepaid location profile(s) will remain active and visible on the site until the termination of the three or twelve-month membership period. The user will not be charged again as the account will not automatically renew the membership subscription.
- Cancel Subscription and Delete Profile
 - In this cancellation, the CP Account Holder’s school profile(s) will be taken down immediately. We store this information for the duration of your membership with Carepass and indefinitely afterwards. Data may be physically deleted if requested by schools or users. The profile will not remain active or visible on the site for the remainder of the membership period. No refund will be issued for any unused portion of a membership period.
- ii. Refunds

All refund requests for membership subscriptions are considered on a case-by-case basis. Please contact a member of the Carepass team for more information.

C. Failure to Pay

Should payment fail to be made because of an expired credit card or otherwise, the school profile in question will be taken down automatically at the time when the membership subscription ends and the profile is up for automatic renewal.

ii. For CP Care Seekers

Billable start and Billable end times for drop-in care vary depending on the type of booking the CP Care Seeker is looking for.

- If the CP Care Seeker is receiving child care services **by the hour**, then the billable start and billable end will be in six-minute intervals, rounded downwards.
- If the CP Care Seeker is receiving child care services **by the day**, then the billable start and billable end will be at the start of the CP Account Holder’s operating hours to the end of the CP Account Holder’s operating hours.
- If the CP Care Seeker is receiving child care services **by the week**, then the billable start-end will be at the start of the CP Account Holder’s operating hours to the end of the CP Account Holder’s operating hours, for each day (Monday through Friday) the CP Account Holder operates.
- If the CP Care Seeker is receiving child care services on a long-term, monthly basis through a school included on the platform, Carepass will not collect a booking fee from the CP Care Seeker.

F. Payment Schedule

Subject to the [Terms](#) and these [Payment Terms](#), we reserve the right to change our Provider Fees and Seeker Fees (“Fees”) upon thirty (30) calendar days’ advance notice. The Users must agree to the change in Fees to continue to use the Payment Services. All Balances and all Fees, charges, and payments collected or paid through the Payment Services are denominated in US dollars.

Any applicable Service Fees (including any applicable Taxes) will be displayed to a CP Account Holder or CP Care Seeker prior to publishing or booking childcare service. Carepass reserves the right to change the Service Fees at any time, and we will provide Users adequate notice of any fee changes before they become effective.

i. For CP Account Holders

CP Account Holders authorize Carepass to store their financial information in order to carry out the selected Payout Method. If the CP Account Holder’s financial information is inaccurate (e.g., change in account number, routing number, etc.) as a result of re-issuance or otherwise, we may acquire that information from our financial services partner or the CP Account Holder’s bank and update the CP Account Holder’s financial information in regards to the Payment Method on file in the CP Account Holder’s Carepass Account. Any insufficient funds fees or similar penalties resulting from expired or invalid banking, credit card, or similar information charged to Carepass will be charged back to you.

CP Account Holders are solely responsible for setting a price (including any applicable taxes) for the CP Account Holder’s child care service (“Child Care Fee”). Once a CP Care Seeker requests a booking of CP Account Holder’s child care, a CP Account Holder may not request that the CP Care Seeker pays a higher price than in the booking request. Any terms and conditions included in the CP Account Holder’s

availability to admit a Carepass Guest, in particular in relation to cancellations, must not conflict with these Terms or the cancellation policy the CP Account Holder has provided in their Profile.

When the CP Account Holder adds a Payout Method to their Carepass Account, the CP Account Holder will be asked to provide customary billing information such as name, billing address, and other financial information either to Carepass or its third-party payment processor, [Stripe](#). The CP Account Holder must provide accurate, current, and complete information when adding a Payout Method, and it is the CP Account Holder's obligation to keep a Payout Method updated at all times. The information required for Payout Methods will include direct deposit information (address, name on the account, account type, routing number, and account number). The CP Account Holder is solely responsible for the accuracy and completeness of the information they provide. Carepass is not responsible for any loss suffered by CP Account Holder as a result of incorrect information provided by the CP Account Holder.

After the final booking value is confirmed, Carepass will generally initiate Payouts to the CP Account Holder's selected Payout Method once per week, subject to particular circumstances. The time it takes to receive Payouts once released by Carepass may depend upon the Payout Method you select. Carepass may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

ii. For CP Care Seekers

CP Care Seekers authorize Carepass to store their information related to method of payment. If the financial information changes (e.g., expired credit card, change in address) as a result of re-issuance or otherwise, the CP Care Seeker will be notified that their credit card information in their Carepass Account is not up to date, in which an outstanding balance will be displayed on the CP Care Seeker's Carepass Account. Any insufficient funds fees or similar penalties resulting from expired or invalid banking, credit card, or similar information charged to Carepass will be charged back to you.

When the CP Care Seeker adds a Payment Method to their Carepass Account, the CP Care Seeker will be asked to provide customary billing information such as name, billing address, and other financial information either to Carepass or its third-party payment processor, [Stripe](#). The CP Care Seeker must provide accurate, current, and complete information when adding a Payment Method, and it is the CP Care Seeker's obligation to keep their Payment Method up-to-date at all times. The information required for Payment Methods will include the CP Care Seeker's credit and/or debit card information (the name on the account, address, expiration date, credit card identification numbers, and credit card company). CP Care Seekers are solely responsible for the accuracy and completeness of the information they provide. Carepass is not responsible for any loss suffered by CP Care Seeker as a result of incorrect information provided by the CP Care Seeker.

After the final booking value is confirmed, Carepass will generally initiate Payments to the CP Account Holder once per week, subject to particular circumstances. The time it takes to Carepass to Charge a CP Care Seekers Account may depend upon the Payment Method the CP Care Seeker selects. For hourly bookings, the CP Care Seeker's card is charged the moment pick-up occurs. For daily and weekly bookings, the CP Care Seeker's card is charged every morning at drop-off. Carepass may delay or cancel any Payments for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

G. Contact Information

Should the Users have any feedback, questions or complaints about these [Payment Terms](#), please contact us directly at:

Carepass, Inc.
400 NW 26th Street, Miami, FL 33127
info@carepass.co
(844) 522-9104