

Village Care App INC. Terms of Service

Last updated September 10, 2024

These Terms of Service govern your access to and use of the VillageCareApp.com website and the Village Care App INC. mobile application (collectively, the "Site") and any services (the "Services") offered on the Site. This is a legal agreement between you and Village Care App INC. ("we", "us" or "Village Care App INC.").

By signing up on the account registration page or by otherwise using the Site or the Services (regardless of whether you register as a user of the Site or Services), you are agreeing that you have read, understand, and agree to be bound by these Terms of Service.

If you do not agree or are unable to agree to be bound by these Terms of Service, do not use the Site or the Services.

We may modify these Terms of Service from time to time. When changes are made, we will make the revised version available on this webpage, and will indicate at the top of this page the date that revisions were last made. If we make a material change to the Terms of Service, we will notify you by sending a notice at the email address registered to your account and/or by posting a prominent notice on our Site. Material changes will go into effect no less than thirty (30) days after we notify you, so you can decide whether you would like to continue using the Site and Services. Your use of the Site or the Services after the effective date of any changes to these Terms of Service will constitute acceptance by you of such changes.

These Terms of Service are organized into the following seventeen sections:

1. Nature of Our Site and Services
2. Eligibility
3. Use of Site and Services
4. User Content and Communication Rules and Guidelines
5. Termination
6. Third Party Background And Verification Services
7. Third Party Sites
8. Payment, Subscription, and Refund Policies
9. Online Payment Service
10. SMS Text Message Alert Service
11. Promotional Offers and Credits
12. Intellectual Property Rights
13. Disputes
14. Disclaimer of Warranty and Limitation of Liability

- 15. Indemnification
- 16. Digital Millennium Copyright Act
- 17. General Provisions

Appendix A: Description of Background Check Services

1. NATURE OF OUR SITE AND SERVICES

- a. **Site is a Venue.** The Site provides a venue for people seeking child care, companion care (non-medical), tutoring, pet care, nanny services, and/or other household assistance ("Families") to connect with people who want to provide those services ("Providers," and collectively with Families, "Users"). Village Care App INC. is not a referral, matching, or placement service and does not provide, refer, secure, place, procure, offer, or seek to obtain employment or engagements for any of its Users.

Village Care App INC. has no obligation to screen or verify the identity or background of any User. Village Care App INC. does not screen, verify, or monitor the training or experience of any of the Users, including Users who have Subscriptions, or any content submitted or communicated by a User or anyone other than Village Care App INC. ("User Content"). Village Care App INC. has no control over the accuracy, reliability, completeness, or timeliness of Profiles, Reviews, background check information, affiliations, or other User Content submitted on the Site, and makes no representations about any such User Content on the Site.

Village Care App INC. further makes no referrals, recommendations, or representations about the Providers or the Families, including any representations about the suitability, reliability, integrity, or trustworthiness of any User. You should make your own assessments of the individuals you decide to interact with, provide services to, and/or engage.

- b. **Transactions Are Solely Between Users. WE ARE NOT INVOLVED IN THE TRANSACTIONS BETWEEN PROVIDERS AND FAMILIES.**

Users arrange for the services to be provided by a Provider solely between themselves, and Village Care App INC. is not a party to any of those arrangements. Village Care App INC. does not have control over, supervise, or provide any training, counseling, or equipment to the Providers, and has no control over the quality, timing, legality, failure to provide, or any other aspect whatsoever of the services provided by the Providers. Because we are not involved in User-to-User dealings or control the behavior of Users, Users must resolve any issues, disputes, or concerns directly with each other, including any issues regarding payments to a Provider or services received by a Family. As set

forth in Section 14, you agree to release Village Care App INC. from any claims or liability that may arise from any disputes between you and other Users.

Village Care App INC. is not an employment service and does not serve as an employer of any Provider. As such, Users are solely responsible (and Village Care App INC. is not responsible), for any tax, workers' compensation insurance, withholding, or reporting, including, but not limited to, unemployment insurance, social security, or payroll withholding tax or income reporting, and all applicable employment or other laws in connection with any services provided by Users. You understand and agree that if Village Care App INC. is found to be liable for any tax, workers' compensation insurance, withholding tax, or reporting obligation, or failure to comply with any applicable employment or other law in connection with any services provided or received by you, then you will immediately reimburse and indemnify Village Care App INC. for all costs, expenses, and liabilities (including any interest and penalties) relating to the same.

2. ELIGIBILITY

By registering to use and/or using the Site or Services, you represent and warrant that:

a. If you are registering or using the Site or Services as a Family:

- i. **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; and
- ii. **Criminal History.** You and each member of your household (a) have/has never been convicted of, or is/are currently pending trial for, any felony, any criminal offense involving violence, abuse, neglect, fraud, or larceny, or any offense that involves endangering the safety of others, and (b) have/has not been and are/is not currently required to register as a sex offender with any government entity.

b. If you are registering or using the Site or Services as a Provider:

- i. **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; and
- ii. **Legal Right to Work.** You have the legal right to work in the United States; and
- iii. **Criminal History.** You and each member of your household (a) have/has never been convicted of, or is/are currently pending trial for, any felony or misdemeanor (other than traffic-related misdemeanors), any criminal offense involving violence, abuse, neglect, fraud, or larceny, or any offense that involves endangering the safety of others, and (b) have/has not been and are/is not currently required to register as a sex offender with any government entity.

VILLAGE CARE APP INC. HAS NO OBLIGATION TO CONDUCT BACKGROUND OR VERIFICATION CHECKS ON ITS USERS. However, to the extent permitted by law, we reserve the right to conduct such checks and/or to verify your account or registration

information and the representations and warranties you 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, including information available on online social networks and other online sources, each to the extent permitted by law.

3. USE OF SITE AND SERVICES

- a. **Registration and Account Information.** When you register for the Site, you will be asked to create an account and to provide us with certain information about yourself and/or your family (your "Information"). Your Information will be used in accordance with Village Care App INC.'s Privacy Policy. You are responsible for providing accurate, current, and complete information in connection with your account registration, including the information provided through any online social platform used to register with the Site. You must register your account in your own legal name.

As further described in Section 6, if you are a Provider, to use the Services, you must order and clear a background check conducted by a 3rd Party Verification Service (defined in Section 6) made available during the registration process. The background check will be conducted through the 3rd Party Verification Service's website, and the background check and your relationship with the 3rd Party Verification Service are subject to the 3rd Party Verification Service's website's terms of service and privacy policy.

Village Care App INC. may, either during or after the registration process, request further information from Users and/or use third-party services to verify a Provider's or a Family's identity, account, or registration information. If requested by Village Care App INC., you agree to provide Village Care App INC. with such identification documents (including social security numbers, tax ID numbers, copies of passports, and driver's licenses) or other information, or complete other identity verification checks as may be needed or requested by Village Care App INC.

As a User, you are responsible for maintaining the confidentiality of your password and account login, and you are solely responsible for all activities that occur under your password or account. You agree to immediately notify us of any unauthorized use of your password or account.

- b. **Personal Use Only.** Your account is for your own personal use, and you may not permit anyone else to use your account. The Site is intended to be used by people who want to find, select, review, and connect with other Users so they can receive, provide, or share information about family-related services. Bookings made by a Family must be for the Family's own personal, non-commercial use. Any use of this Site for any other purpose, (including but not limited to using the

Site or information obtained from the Site to solicit, advertise to, or contact Users for any other purpose or for any purpose in competition with Village Care App INC.) is prohibited.

- c. **Use of Other Users' Personal Information.** You may from time to time receive personal information of another User. For example, upon confirmation of a booking, Users will 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 Site and the Services. Providers may not contact Families, and Families may not contact Providers, for any purpose other than asking a question, providing information, or making arrangements related to a booking on the Site.

You may not transmit any chain letters, junk or spam e-mail to other Users, or use any information obtained from the Site to harass, abuse, or harm another person. To protect Users from such activity, we reserve the right to take appropriate actions, including, but not limited to, restricting the number of messages which a User may send to other Users through the Site in any 24-hour period, terminating Subscriptions and/or accounts, or blocking users with certain IP addresses from accessing the Site.

d. **Circumvention of Site and Services.** You may not use the Site or Services, or information obtained from the Site or Services, for the purposes of circumventing or attempting to circumvent Village Care App INC.'s messaging tools or booking platform, including for the purpose of avoiding the obligation to pay fees related to Village Care App INC.'s provision of the Services.

- e. **Prohibited Uses.** You are prohibited from using the Site or Services, or any information obtained through use of the Site or Services, in any way that is offensive, threatening, abusive, obscene, harmful to others, or otherwise objectionable or unlawful. In addition, you are prohibited from violating or attempting to violate any security features or circumvent other technical features of the Site or Services, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Services, the Site, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of malware, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Services to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Services; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Village Care App INC.

in providing the Site or Services. Any violation of system or network security may subject you to civil and/or criminal liability.

- f. **Privacy Policy.** You represent that you have read and understood our Privacy Policy, the terms of which are incorporated herein by reference.
- g. **No Violation of Laws.** Your use of the Site and the Services, including, but not limited to, the User Content you post on the Site, must be in accordance with all applicable laws and regulations.
- h. **Reporting of Violations.** You agree to report to us promptly any violation or attempted violation of these Terms of Service by any User. You can contact us at info@villageapp.care.
- i. **Beta Features.** From time to time, we may offer new "beta" features or tools with which Users may experiment on the Site. Such features or tools are offered solely for experimental purposes and may be modified or discontinued at Village Care App INC.'s sole discretion. The provisions in Section 14 regarding Disclaimer of Warranty apply to such features or tools.
- j. **Group Affiliations.** Users may have the option to list certain school or local group affiliations as part of their Profile, and Village Care App INC. may add Users into these groups from time to time. Unless expressly stated otherwise, Village Care App INC. is not affiliated with any of these listed organizations, nor does Village Care App INC. verify the User's membership with such listed organization.
- k. **Informational Purposes Only; No Medical or Professional Advice.** Any information, content, advice, and/or other material provided on the Site or through the Services, whether by Village Care App INC., Users, or third parties, or otherwise by Village Care App INC. in email newsletters, social media posts, or other communications, is for informational purposes only, and is not intended to serve as or replace any professional financial, medical, legal, or other advice.

4. USER CONTENT AND COMMUNICATION RULES AND GUIDELINES

As a User of the Site, you may have the opportunity to post or transmit User Content, such as User profiles ("Profiles"), reviews of Users ("Reviews"), and messages to other Users or on group forums. You are solely responsible for any User Content you post on the Site or transmit to other Users, and once posted or transmitted, cannot always be withdrawn.

a. Content and Communication Restrictions. You will not post on the Site, transmit to other Users, communicate any content (including links to content), or otherwise engage in any activity on the Site or through the Services, that:

- i. Contains photographs or images of another person unless you are that person's parent or legal guardian;
- ii. Contains others' copyrighted content unless you have written permission from the copyright owner;
- iii. Contains or discloses another person's personal information without his or her written permission, or collects or solicits another person's personal information for commercial or unlawful purposes;
- iv. Implies that the User Content is in any way endorsed or sponsored by, or originates from, Village Care App INC.;
- v. Is implicitly or explicitly offensive, such as User Content that engages in, endorses, or promotes racism, bigotry, discrimination, hatred, or physical harm of any kind;
- vi. Is intended to harass, annoy, threaten, or intimidate any other Users of the Site;
- vii. Is false, misleading, defamatory, inaccurate, abusive, obscene, profane, sexually oriented, or otherwise objectionable;
- viii. Involves the transmission of junk mail, chain letters, or unsolicited mass mailing or spamming, phishing, trolling, or other similar activities;
- ix. Contains any malware (including but not limited to viruses, time bombs, Trojan horses, cancelbots, worms, or other harmful or disruptive codes, components, or devices);
- x. Is off-topic, meaningless, or otherwise intended to annoy or interfere with others' use of the Site;
- xi. Uses scripts, bots, or other automated technology to access and/or update the Site;
- xii. Attempts to circumvent Village Care App INC.'s messaging tools or booking platform or attempts to avoid applicable Village Care App INC. fees; or
- xiii. Otherwise (A) violates or attempts to violate the rights of third parties, including rights of privacy or publicity, or (B) violates or attempts to violate, or encourages the violation of, applicable laws and regulations.

b. Content Removal. We may, but we have no obligation to, monitor User Content submitted on the Site, including Profiles, Reviews, or other User Content. We may remove any such information and material for any reason, including but not limited to, that, in our sole opinion, it either (i) violates, or may violate, any applicable law or either the letter or spirit of these Terms of Service, (ii) might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others, or (iii) is determined to be inappropriate for any other reason at the sole discretion of Village Care App INC.

c. **Our Right to Use Your User Content.** By posting User Content to the Site, you grant, and you represent and warrant that you have the right to grant, to Village Care App INC. and its licensees and successors, an irrevocable, perpetual, non-exclusive, fully-paid, royalty-free, worldwide right and license to use, copy, perform, display, reproduce, adapt, modify, and distribute such information and content in any media (including but not limited to print, email, digital, and/or Internet) and to prepare derivative works of, or incorporate into other works, such information and content, for any purpose as deemed appropriate by Village Care App INC., including, but not limited to, promotional, publicity, marketing, or advertising purposes, and to grant and authorize sublicenses of the foregoing, without further review, notification, or approval by you or additional consideration to you.

d. **Review and Recommendation Guidelines.** Families will have the opportunity to provide Reviews and Recommendations about Providers. Providers will have the opportunity to provide Reviews about Families. Reviews may only be given by Families who have officially booked a Provider through the Site and by Providers who have officially accepted and completed a booking from a Family on the Site. Recommendations may be given by Families (e.g., Families who have previously engaged a Provider but not through the Site). Reviews and Recommendations should not include any personal information about a User that is not disclosed in the User's public Profile (for example, the Review and Recommendations should not include or reference a User's address, phone number, or medical conditions), should be limited to your firsthand experience (not what you heard from someone else), should be factually accurate, and should not include any assumptions or exaggerations. Reviews should reflect your experience with the User. Any opinion included in a Review or Recommendation should be sincerely held. Recommendations (as opposed to Reviews) should reflect the Family's positive experiences with a Provider. Negative content should not be submitted as part of a Recommendation, and such content may be removed by Village Care App INC., in our sole discretion. You should avoid broad generalizations and exaggerations. If appropriate, you should update your Reviews and Recommendations to reflect new experiences. As with other User Content, we reserve the right to remove any Review or Recommendation that we feel, in our sole discretion, violates these guidelines.

e. **USERS SOLELY RESPONSIBLE FOR USER CONTENT.** You are solely responsible for the User Content you post on the Site and communicate to Village Care App INC. and other Users. Village Care App INC. does not verify User Content for accuracy, completeness, timeliness, or relevance, nor does Village Care App INC. endorse, represent, or warrant the accuracy, completeness, timeliness, or relevance of any User Content. You should independently assess and make your own determination as to the accuracy and usefulness of any User Content posted on the Site or otherwise communicated to

you by another User. In no event shall Village Care App INC. be responsible for any loss or damage resulting from (1) your reliance on or use of any User Content, or (2) information, reviews, or comments about you included in any User Content.

f. USER AGREES TO RELEASE VILLAGE CARE APP INC. AND VILLAGE CARE APP INC.'S AFFILIATED PARTIES FROM ANY CLAIMS REGARDING ANY MISSTATEMENTS AND MISREPRESENTATIONS MADE BY ANY USERS OF THIS SITE. ("Affiliated Parties" means Village Care App INC.'s officers, directors, members, agents, assignees, representatives, marketing partners, Corporate Care Partners, licensors, independent contractors, and employees. For purposes of these Terms of Service, "Corporate Care Partners" means employers who provide access to and/or use of Village Care App INC. as an employee benefit pursuant to an agreement with Village Care App INC.)

5. TERMINATION

- a. **By Village Care App INC.** Village Care App INC. may, in its sole discretion, for any reason or no reason, with or without notice (i) terminate or suspend your Subscription and/or your account and your access to the Site, and/or (ii) remove your Profile and/or any content posted by or about you, from the Site. Unless otherwise decided by Village Care App INC., such termination, suspension, and/or removal will be effective immediately. Following any termination or suspension of any User's Subscription and/or account, Village Care App INC. may send a notice of the termination or suspension to other Users you have corresponded with. If your account has been terminated by Village Care App INC., you may not re-register without Village Care App INC.'s consent (and if you are permitted to re-register, your previous information and activity, including any fee credits, may no longer be available).
- b. As a User, you may terminate your account at any time by emailing this request to info@villageapp.care. You may reactivate at any time, but your previous information and activity, including any fee credits and any User Content you may have created, may no longer be available. If you have a Subscription, you may cancel it in accordance with Section 9. For users on the iOS platform, you may submit your account termination request by following the Manage Account Data link in your Account Basics.
- c. **Effect of Termination.** Upon the termination of your account, you will no longer have access to the portions of the Site and Services that require account registration. If your account is terminated, your Profile will no longer be displayed, but other User Content you have posted or transmitted (e.g., Reviews, messages to other Users) may or may not (in our sole discretion) remain on the Site. At Village Care App INC.'s discretion, and in accordance with Village Care App INC.'s Privacy Policy and applicable law, Village Care App INC. may retain your

account information, including your booking history and any User Content, following the termination of your account. Any User Content associated with your account after your account's termination may not be available to you if you re-register with Village Care App INC., and Village Care App INC. shall have no obligation to provide you with a copy of any User Content posted by you or about you on the Site. Upon the termination of your Subscription, you will no longer have access to Premium Services, but you will continue to have access to your account and portions of the Site and Services that are available to Users who do not have Subscriptions. If following the termination or cancellation of your Subscription and/or account, you continue to access and use other portions of the Site and/or Services, your use will continue to be governed by these Terms of Service. In addition, regardless of your discontinuation of use or access to the Site, Sections 2, 3, 4, 5, 6, 8, 12, 13, 14, 15, and 17 of these Terms of Service will continue in full force and effect.

6. BACKGROUND AND VERIFICATION CHECKS

- a. **Background Checks of Providers.** As part of a Provider's registration process and before a Provider's Profile is publicly displayed on the Site, a Provider must complete, and clear, a basic background check ("Basic Background Check") from one or more third-party verification services (each, a "3rd Party Verification Service") made available during the registration process. As part of the Basic Background Check, the Provider will provide information about themselves such as, for example, name, birthdate, social security number, current zip code / county of residence, and criminal background information, to the 3rd Party Verification Service. In addition, Providers, upon request from Families or on their own accord, may also order an upgraded background check and/or a driving record check from a 3rd Party Verification Service. (Basic Background Checks, upgraded background checks, and driving record checks are collectively referred to in these Terms of Service as "Background Checks.") More information about what is included in the Background Checks can be found [here](#).

Background Checks are conducted entirely through the 3rd Party Verification Service's website, will require the Provider's separate consent, and are subject to the 3rd Party Verification Service's website's terms of service and privacy policy. Providers have access to their completed Background Check search results through the 3rd Party Verification Service website. To the extent permitted by law, Village Care App INC. may receive and review a copy of each Background Check requested from a 3rd Party Verification Service. If the 3rd Party Verification Service reports that a Provider's Basic Background Check search report is clear of any felonies or misdemeanors (other than traffic-related misdemeanors, as discussed further below), at Village Care App INC.'s discretion, the Provider's Profile will display a "Background Check" badge for a period of up to 13 months from the

Background Check date. For traffic-related misdemeanors, Village Care App INC. shall use its judgment and discretion to determine whether such misdemeanor disqualifies a Provider from receiving a "Background Check" badge and from having its profile publicly displayed on the Site. In making such determination, Village Care App INC. may consider, among other factors, whether such traffic-related misdemeanor is treated as an infraction (i.e., not a misdemeanor) in other states (for example, Ohio classifies certain traffic-related violations, e.g., certain speeding tickets, as misdemeanors whereas other states may classify the same conduct as infractions). To the extent permitted by applicable law and subject to the Provider's authorization, updated Background Checks may be reinitiated annually for Providers with continuing Subscriptions; failure to initiate and clear a new Background Check may result in the Provider's Profile being hidden from public view. Providers may request copies of their completed Background Checks. In addition, Village Care App INC. may supplement the Background Check search results with publicly available information about a Provider, e.g., public social media profiles and other online activity. For Providers: By ordering and/or otherwise authorizing a Background Check to be conducted about yourself, you hereby agree and acknowledge that Village Care App INC. may receive and review a copy of your Background Check and may conduct supplemental searches for publicly available information, including but not limited to your public social media profiles, and you understand and agree that Village Care App INC. may terminate or suspend your registration on the Site based on information contained in such Background Check and other search results.

- b. **Limitations and Disclaimers Relating to Provider's Background Checks.** Each User understands that Village Care App INC. retains the right, but has no obligation, to take action to the extent permitted by applicable law with respect to a Provider's Village Care App INC. account based on the information contained in the Background Check report, including, but not limited to, terminating the Provider's account, regardless of whether incorrect or incomplete information in the report is subsequently corrected or completed.

Background Checks are conducted solely by the 3rd Party Verification Service (and not Village Care App INC.). Village Care App INC. does not endorse, have any control over, or make any representations regarding the quality, accuracy, completeness or reliability of, and Village Care App INC. will not have any liability for, the information provided by the 3rd Party Verification Service. Any inaccuracies or disputes regarding information contained in a Background Check report must be addressed with the 3rd Party Verification Service that provided the report (and not Village Care App INC.).

Please note that 3rd Party Verification Services may be incomplete, not up-to-date, and may not provide all information about a Provider that may be

relevant to you such as, for example, traffic violations, address verification, and pending criminal and/or civil complaints. For example, different jurisdictions have different limitations that may affect the results of a Background Check, such as restrictions on reporting certain types of convictions or how far back convictions are reportable. The 3rd Party Verification Service only reports publicly available records, but not all records are publicly available in every jurisdiction and in many jurisdictions, there is a delay before records are publicly available. Records not available to the 3rd Party Verification Service and/or not allowed to be reported by law may include: juvenile and minors' records, dismissed cases, arrests not resulting in convictions, arrests or convictions from foreign countries, deferred adjudications or pending court cases, nolle pros, and other convictions that are suppressed by state and federal reporting restrictions. In addition, as each Background Check is performed with the authorization and information provided directly to the 3rd Party Verification Service by the Provider, if inaccurate information is provided, the Background Check results may be inaccurate and/or incomplete as well. Accordingly, you should take such actions as you feel are appropriate to evaluate a Provider's background.

- c. **Verification Checks Ordered and/or Conducted by Village Care App INC.** As noted in Section 3.a above, Village Care App INC. may, either during or after the registration process, request further information from Users and/or use third-party services to verify a Provider's or a Family's identity, account, or registration information. To the extent permitted by law, Village Care App INC. has the right, but not the obligation, to conduct and/or use 3rd Party Verification Services to verify information about a User including, but not limited to, verification of your account or registration information or your compliance with these Terms of Service. **By agreeing to these Terms of Service, each User consents to Village Care App INC. performing verification checks on such User to the extent permitted by law. If you, as a User, do not want these checks performed, do not use the Site or the Services.**

- d. **Trustline and Background Checks in California.** California Business and Professions Code Section 18890.2 requires our Site to include the following statement:

Trustline is California's official background check for license-exempt child care providers (i.e., babysitters and nannies) and the only authorized screening program in California with access to fingerprint records at the California Department of Justice and the Federal Bureau of Investigation and access to the California Child Abuse Central Index. The Trustline registry toll-free telephone number is 1-800-822-8490. **Please note, this is NOT the Village Care App INC. phone number.**

Village Care App INC. does not currently use Trustline as a 3rd Party Verification Service. As further required by California Business & Professions Code Section 18890.2, please see Appendix A (found at the end of this page) for a written description of the background check provided by the 3rd Party Verification Service conducting the background checks described in Section 6(a) above.

FAIR CREDIT REPORTING ACT

Pursuant to the Fair Credit Reporting Act (the "**FCRA**"), we are notifying you that the 3rd Party Verification Service may be a consumer reporting agency subject to the FCRA and the reports issued by the 3rd Party Verification Service may be "consumer reports" subject to the FCRA. Consumer reports may contain information on your character, general reputation, personal characteristics, and mode of living, including, but not limited to, consumer credit, criminal history, workers' compensation, driving, employment, military, civil, and educational data and reports. If Village Care App INC. takes adverse action with respect to your account based on information contained in a consumer report, Village Care App INC. will notify you and provide you the name and contact information of the 3rd Party Verification Service that created the report. Village Care App INC. will also provide you a copy of the report unless the 3rd Party Verification Service already provided you a copy of the report or access to it.

If you use or access information provided by a 3rd Party Verification Service, you warrant that you will use such information only for a purpose permitted by the FCRA and that you will comply with any and all applicable obligations of the FCRA, a summary of which can be found at [FTC - Using Consumer Reports: What Employers Need to Know](<https://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-employers-need-know>) as well as all other applicable consumer reporting laws.

If you decide to access, use, or share information provided by a 3rd Party Verification Service with any other party (either through this Site or otherwise), you agree to do so in accordance with applicable law and to indemnify and hold harmless Village Care App INC. and its Affiliated Parties from any loss, liability, damage, or costs that may result from such access, use, or sharing of this information, regardless of the cause. Village Care App INC. does not assume and expressly disclaims any liability that may result from the use of information provided by a 3rd Party Verification Service.

7. THIRD PARTY SITES

The Site may include links to other websites (including other sites that are framed within the Site) or applications, or functionality to connect with other websites such as Facebook (each, a "Third Party Site") or advertisements. We do not control or endorse any Third Party Site or advertisements, and we are not responsible for any content,

product, advertising, and other materials presented in or provided by such Third Party Site or advertisement. Your use and access of a Third Party Site is at your own risk, and is subject to the terms and conditions for such Third Party Site.

8. PAYMENT, SUBSCRIPTION, CANCELLATION, AND REFUND POLICIES.

- a. **Fees and Subscriptions.** Where indicated on the Site, fees are charged to access and use certain Services on the Site. For example, Users may purchase subscriptions, memberships, and access passes ("Subscriptions") to use and access certain Services ("Premium Services") that are not available to Users who do not have Subscriptions.

Services, including the Subscription plans and the Premium Services available under such plans, and fees (including which Services are charged fees) are subject to change or termination by Village Care App INC. from time to time without notice, and may vary by location. If there is any change to the Subscription plans, Premium Services, or fees, the pages listing the current Subscription plans and Premium Services or fees, respectively, will be updated.

Users who use these fee-based Services agree to pay Village Care App INC. the applicable fees then in effect. In addition, Users authorize Village Care App INC. to charge their chosen payment provider for use of the Site. Village Care App INC. reserves the right to correct any errors or mistakes that it makes, even if it has already requested or received payment. **All fees and charges are nonrefundable, and there are no refunds or credits once your account has been billed, including if there is any change to the Subscription plans or Premium Services available thereunder.**

Subscriptions, fee credits (if any), and any other items or benefits associated with a User's Subscription are nontransferable.

- b. **Automatic Subscription Renewals and Cancellation.** Subscriptions, with the exception of access passes, will continue until canceled by the User. At the end of your Subscription period, your Subscription will automatically renew for the same Subscription period (for example, monthly or annually) at the then-current Subscription rate for the applicable Subscription plan, unless you cancel your Subscription before it renews. For example, if you signed up for an annual Subscription plan, at the end of the initial one-year period, if you haven't yet canceled your Subscription, your Subscription will be automatically renewed for another one-year period at the then-current rate for annual Subscriptions. For any automatic renewal, you authorize Village Care App INC. to charge your selected payment method the then-current applicable fee in accordance with the Subscription plan you selected.

To cancel your Subscription, complete the subscription cancellation form (which can also be accessed under "Settings" from the drop-down menu next to your profile picture via Village Care App INC.'s website or mobile web browser). The cancellation will be effective at the end of your then-current Subscription term. If you cancel your Subscription, you will continue to have access to your Premium Services associated with your Subscription until the cancellation becomes effective. All fees and charges are nonrefundable, and there are no refunds or credits once your account has been billed, including if you cancel your Subscription and/or account. All Premium Services cease when your Subscription's cancellation becomes effective; your Subscription will not renew thereafter. Upon the effective cancellation of your Subscription, you will no longer have access to Premium Services, but you will continue to have access to your account and portions of the Site and Services that are available to Users who do not have Subscriptions. Cancelling your Subscription will not delete your account. To deactivate your account, please email support@villagecareapp.com.

- c. **Free Trials and Promotional Offers.** Village Care App INC. may offer limited-time, free trial Subscriptions or Promotional Offers from time to time. Users under a free trial Subscription will have access to such Premium Services as decided by Village Care App INC. Village Care App INC. may require a User to provide the User's payment information to start a free trial. For such free trials, Village Care App INC. may automatically charge the User for the Subscription on the first day following the end of the free trial period, on a recurring monthly or annual basis or as otherwise described in the offer for the free trial. To avoid such charges, Users with free trial Subscriptions must cancel their Subscription before the end of the free trial period. Promotional Offers, which may include discount codes or account credits toward fees, may be subject to expiration dates and may only be applicable to select Users.
- d. **Payment Information.** If you purchase a Subscription (or have a free trial Subscription), use Village Care App INC.'s Online Payment Service, or otherwise use any of Village Care App INC.'s fee-based Services, you agree to Village Care App INC. storing your payment card information. Users with Subscriptions are responsible for maintaining current and accurate payment card information associated with their accounts. Without limiting Section 5.a., Village Care App INC. may terminate a User's Subscription and/or account if the User's payment card information is expired or is otherwise invalid.

9. ONLINE PAYMENT SERVICE

Village Care App INC. offers an online payment processing service ("Online Payment Service") to facilitate payments from Families to Providers. This payment processing service is provided by either Stripe or Checkr Pay (by Checkr) (each, an "Online Payment Service Provider"), as determined by Village Care App INC., and is subject to

the Stripe Connected Account Agreement, which includes the Stripe Services Agreement and the Stripe Privacy Policy (collectively, the "Stripe Agreements"), or the Checkr Pay Terms of Service and Privacy Policy (collectively with the Stripe Agreements, the "Online Payment Service Provider Terms"), respectively. By agreeing to these Terms of Service or continuing to operate as a User on the Site, you agree to be bound by the Online Payment Service Provider Terms, as the same may be modified by the respective Online Payment Service Provider from time to time. As a condition of Village Care App INC. enabling payment processing services through an Online Payment Service Provider, you agree to provide Village Care App INC. accurate and complete information about you, and you authorize Village Care App INC. to share it and transaction information related to your use of the payment processing services provided by the Online Payment Service Provider. The Online Payment Service may be subject to availability based on geographic area, Subscription enrollment, or other basis, as determined by Village Care App INC. Please refer to Village Care App INC.'s Online Payment Terms and Conditions for additional information and terms and conditions governing use of this service, which terms are incorporated herein by reference.

10. TEXT MESSAGE COMMUNICATIONS AND MOBILE PUSH NOTIFICATIONS

Users provide Village Care App INC. with their mobile phone number as part of the registration process or in their account settings. Users who provide Village Care App INC. with their mobile phone number may receive text message communications from Village Care App INC. on their cellular phones and/or mobile devices. By providing Village Care App INC. with your mobile phone number, you consent to Village Care App INC. sending text messages to your cellular phone and/or mobile device. Village Care App INC. does not charge for sending text messages, but your carrier may charge you.

Users of Village Care App INC.'s mobile applications may have the option to receive push notification alerts from Village Care App INC. If push notification alerts are available, you will be given an option to consent to receiving them after you download the application. You may also adjust your push notification settings after you have downloaded the application in your mobile device settings.

11. PROMOTIONAL OFFERS AND CREDITS

From time to time, Village Care App INC. may offer special promotions, credits, awards, or discounts ("Promotions"). All Promotions will be run at the sole discretion of Village Care App INC., and can be modified or terminated at any time by Village Care App INC. with or without advance notice. Promotions may be offered on a limited-time basis and may be subject to certain restrictions, terms, and conditions (which will be described at the time of the Promotion). As part of a Promotion, Village Care App INC. may offer fee or reward credits to its Users. Fee or reward credits are non-transferable, not redeemable for cash, and may be subject to other terms and conditions.

12. INTELLECTUAL PROPERTY RIGHTS.

- a. Copyright. All materials on the Site other than User Content are either owned by Village Care App INC. or are the property of Village Care App INC.'s suppliers or licensors. You may not use these materials except as we give you written permission to do so.
- b. Trademarks. The service marks and trademarks "Village Care App INC." and the Village Care App INC. logo are owned by Village Care App INC. Any other trademarks, service marks, logos, and/or trade names appearing on the Site are the property of their respective owners. You agree that you recognize the rights of Village Care App INC. and the respective third parties in those marks. You may not copy or use any of these marks, logos, or trade names without the written permission of the owner.
- c. Ownership and Use. Village Care App INC. retains ownership of its intellectual property rights, and you have no rights to Village Care App INC.'s intellectual property or Village Care App INC.'s rights in its intellectual property. Except to the extent you are actually reading materials on the Site as you use the Site or Services (or downloading or printing such materials for your personal reference), you have no right to use, copy, display, perform, create derivative works from, distribute, have distributed, transmit, or sublicense materials or content available on the Site, other than User Content you create.
- d. Your Content.** Other than the non-exclusive license granted to Village Care App INC. with respect to User Content (described in Section 4.c. above), Village Care App INC. will not acquire an ownership interest in the User Content you post.

13. DISPUTES

If any disputes or disagreements arise between a Family and a Provider relating to the services provided by the Provider or payments made by or due from the Family, the Family and the Provider are responsible for resolving any such disputes directly with each other. Village Care App INC. will not be a party to any such dispute, and Village Care App INC. will not be obligated to take any action toward resolving the dispute.

14. DISCLAIMER OF WARRANTY AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY. THIS SECTION LIMITS THE LIABILITY OF VILLAGE CARE APP INC. AND ITS AFFILIATED PARTIES. EACH OF THE SUBSECTIONS BELOW APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

- a. **"AS-IS" BASIS.** Village Care App INC. provides the Site, including all text, information, graphics, and links, and the Services on an "AS IS" and "AS AVAILABLE" basis. **YOUR USE OF THE SITE AND THE SERVICES IS AT YOUR OWN DISCRETION AND RISK.**
- b. **Risk Assumption and Precautions.** You assume all risk when using the Site and the Services, including, but not limited to, all of the risks associated with any online or offline interaction with others. You agree to take all necessary precautions when meeting other Users.
- c. **NO WARRANTIES; VILLAGE CARE APP INC. GRANTS NO WARRANTIES OF ANY KIND,** whether express or implied, statutory or otherwise with respect to Users, the Services, or the Site (or any information contained in the Site). Village Care App INC. does not grant any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. **VILLAGE CARE APP INC. DOES NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY INFORMATION OR MATERIALS ON THE SITE OR PROVIDED OR OBTAINED IN CONNECTION THEREWITH OR IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, INFORMATION CONTAINED IN ANY BACKGROUND CHECK, REGARDLESS OF WHETHER ORDERED BY A USER OR VILLAGE CARE APP INC. FURTHERMORE, WITHOUT LIMITING THE FOREGOING, VILLAGE CARE APP INC. MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND REGARDING THE SUITABILITY OR ADVISABILITY OF ANY USER TO PROVIDE SERVICES AS A PROVIDER OR RECEIVE SERVICES AS A FAMILY.** Village Care App INC. does not warrant that your use of the Site or Services or that information on the Site will be secure, uninterrupted, error-free, free from any viruses, available, accurate, or that any defects in the Site will be corrected. Village Care App INC. makes no warranties about the connectivity and continued availability of the Site or Services.
- d. **RELEASE OF LIABILITY. BY USING THE SITE OR SERVICES, YOU AGREE TO RELEASE AND HOLD HARMLESS VILLAGE CARE APP INC. AND ITS AFFILIATED PARTIES FROM ANY CLAIMS, DEMANDS, DAMAGES, LIABILITY, COSTS, OR EXPENSES, OF EVERY KIND AND NATURE, KNOWN OR UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH (I) YOUR USE OF THE SITE, (II) YOUR USE OF THE SERVICES, (III) ANY CLAIM OR CONTROVERSY THAT MAY ARISE FROM ANY DISPUTES BETWEEN YOU AND OTHER USERS, WHETHER ONLINE OR OFFLINE (IV) THE ACTION OR INACTION OF ANY OTHER USER, INCLUDING BUT NOT LIMITED TO ANY INFORMATION COMMUNICATED BY, OR SERVICE PROVIDED BY, ANOTHER USER,**

WHETHER ONLINE OR OFFLINE, OR (V) ANY BACKGROUND CHECK, REGARDLESS OF WHETHER ORDERED BY A USER OR VILLAGE CARE APP INC.

- e. **USER CONTENT.** VILLAGE CARE APP INC. MAKES NO CLAIMS OR PROMISES about (i) the opinions, advice, statements, recommendations, reviews, or other information or content made available on the Site or through the Services by Users, or (ii) the accuracy, completeness, or usefulness of any information on the Site or available through the Services.
- f. **LIMITATION OF LIABILITY FOR NON-VILLAGE CARE APP INC. ACTIONS.** IN NO EVENT WILL VILLAGE CARE APP INC. OR ITS AFFILIATED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM (I) INTERACTIONS WITH OTHER USERS OF THE SITE, WHETHER ONLINE OR OFFLINE, (II) YOUR RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE OR TRANSMITTED TO OR BY ANY USER OF THE SITE OR SERVICES, AND (III) REVIEWS OR COMMENTS MADE ABOUT YOU ON THE SITE BY OTHER USERS.
- g. **NO CONSEQUENTIAL DAMAGES.** YOU AGREE THAT NEITHER VILLAGE CARE APP INC. NOR ITS AFFILIATED PARTIES HAS ANY LIABILITY FOR ANY (I) INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (II) LOSS OF PROFITS, (III) BUSINESS INTERRUPTION, (IV) LOSS OF OR DAMAGE TO REPUTATION, OR (V) LOSS OF INFORMATION OR DATA.
- h. **MAXIMUM LIABILITY.** WITHOUT LIMITING ANY OTHER PROVISION IN THESE TERMS OF SERVICE, VILLAGE CARE APP INC.'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES YOU SUFFER IN CONNECTION WITH THE SITE, THE SERVICES, OR THESE TERMS OF SERVICE IS LIMITED TO THE GREATER OF (I) THE AMOUNT PAID, IF ANY, BY YOU TO VILLAGE CARE APP INC. IN CONNECTION WITH THE SITE IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY, OR (II) \$100.
- i. **SOLE AND EXCLUSIVE REMEDY.** YOUR ONLY RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH THE SITE OR SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION OF YOUR

ACCOUNT AND DISCONTINUATION OF ACCESS TO, OR USE OF THE SERVICES.

15. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Village Care App INC. and its Affiliated Parties from and against any and all claims, losses, expenses, demands, or liability, including attorneys' fees and costs incurred by Village Care App INC. and its Affiliated Parties in connection with any claim by a third party (including an intellectual property claim) arising out of (i) your use or misuse of, or inability to use, the Site or Services, (ii) any materials and content you submit, post, or transmit through the Site, (iii) your violation of these Terms of Service or your violation of any rights of a third party, (iv) your interactions with or conduct towards any other Users, including but not limited to, any relationship or agreement formed with another User, whether online or offline, (v) your violation of any applicable law, rules, or regulations, or (vi) your use of any information contained in any Background Check, regardless of whether ordered by a User or Village Care App INC., including but not limited to any violation of the FCRA. You agree that you will cooperate as reasonably requested by Village Care App INC. in the defense of such claims. Village Care App INC. 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.

16. DIGITAL MILLENNIUM COPYRIGHT ACT

Village Care App INC. respects the intellectual property rights of others and expects its Users to do the same. Village Care App INC. may remove content that, in its sole discretion, appears to infringe the intellectual property rights of others. In addition, Village Care App INC., in its sole and absolute discretion, may terminate the accounts of Users who infringe the intellectual property rights of others. If you believe any materials on the Site infringe your copyright, you may request removal of those materials from the Site by contacting Village Care App INC.'s copyright agent (identified below) and providing the following information:

- a. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.
- b. Identification of the material that you believe to be infringing and its location. Please describe the material, and provide us with its URL or any other pertinent information that will allow us to locate the material.
- c. Your name, address, telephone number, and (if available) e-mail address.
- d. A statement that you have a good faith belief that the complained-of use of the materials is not authorized by the copyright owner, its agent, or the law.
- e. A statement that the information that you have supplied is accurate, and indicating that "under penalty of perjury," you are the copyright owner or are authorized to act on the copyright owner's behalf.

f. A signature or the electronic equivalent from the copyright holder or authorized representative.

Village Care App INC.'s Copyright Agent is:

Copyright Agent Village Care App INC.

Email: info@villageapp.care

Telephone: 917-740-2110

17. GENERAL PROVISIONS

- a. **Governing Law and Venue.** Delaware law governs these Terms of Service, as well as any claim, cause of action, or dispute that might arise between you and Village Care App INC., without regard to conflict of law provisions. For any such claim, cause of action, or dispute, you agree and consent to the exclusive jurisdiction and venue of the state and federal courts of the State of Delaware.
- b. **No Joint Venture or Partnership.** Nothing in these Terms of Service may be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor, or employee of the other. Village Care App INC. is not an employment service or agency and does not serve as an employer or referral source for any User.
- c. **Severability.** The provisions in these Terms of Service are intended to be interpreted in a manner which makes them valid, legal, and enforceable. If any provision of these Terms of Service is found to be partially or wholly invalid, illegal, or unenforceable, then such provision will be modified or restricted to the extent and in the manner necessary to render it valid, legal, and enforceable and in a manner that most closely reflects the intention of the invalid, illegal, or unenforceable term. It is expressly understood and agreed between the parties that such modification or restriction may be accomplished unilaterally by Village Care App INC., or alternatively, by disposition of an arbitrator or a court of law. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from the Terms of Service without affecting the validity, legality, or enforceability of any of the remaining provisions. All remaining provisions of these Terms of Service shall remain in full force and effect.
- d. **Third Party Beneficiary.** Affiliated Parties (as defined in Section 4.c of these Terms of Service) are third-party beneficiaries to these Terms of Service and may enforce any provisions in these Terms of Service directly against you.

e. **Consent to Electronic Communication.** By using the Site and/or Services, you agree that Village Care App INC. may communicate with you electronically, and you consent to the electronic delivery of notices, documents, messages, and other materials from Village Care App INC. via email, text messaging, in-app messaging, or other electronic means.

f. **Complete Agreement.** These Terms of Service contain the entire agreement between you and Village Care App INC. regarding the use of the Site and Services and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not contained in these Terms of Service.

g. **Contact Information.** If you have any questions or need further information as to the Site or the Services, or need to notify Village Care App INC. as to any matters relating to the Site or Services, please contact Village Care App INC. at:

Village Care App INC.
P.O. Box 141
Edgewater, NJ 07020
info@villageapp.care

APPENDIX A. DESCRIPTION OF BACKGROUND CHECK SERVICES

What is included in a Checkr background check?

The Background Checks described in Section 6(a) are performed by the third-party consumer reporting agency Checkr.

It is important to understand that not all criminal records are publicly available in all jurisdictions. Records not available to Checkr, or not allowed to be reported by law, are not included in the background check results. Checkr will only report publicly available records in compliance with the applicable consumer reporting laws.

Village Care App INC. background checks performed by Checkr include the following:

- County Criminal Search (Current)
- Federal Criminal Search (Standard)
- Sex Offender Search
- SSN Trace
- Global Watchlist Search

To learn more about what's involved in each of these checks, please visit Checkr at <https://help.checkr.com/hc/en-us/sections/203637147-Screening-Types>.