

**BY DOWNLOADING THE SITTEr SETTEr APP (COLLECTIVELY, THE “APPS”) OR BY ACCESSING, VIEWING, OR USING THE APPS, THE SITTEr SETTEr WEBSITE (THE “SITES”) OR ANY TOOLS AND SERVICES PROVIDED IN CONNECTION WITH THE APPS OR THE SITES (COLLECTIVELY, THE APPS, THE SITES AND ALL RELATED TOOLS AND SERVICES ARE REFERRED TO AS THE “SERVICE”), YOU UNDERSTAND AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS CONTAINED IN THESE TERMS OF USE. IF YOU OBJECT TO ANYTHING IN THESE TERMS OF USE, INCLUDING THE MANDATORY ARBITRATION PROVISION IN SECTION 35 AND CLASS ACTION WAIVER IN SECTION 35, OR OTHERWISE DO NOT UNDERSTAND OR AGREE TO BE BOUND BY THESE TERMS OF USE DO NOT USE THE SERVICE AND UNINSTALL THE APPS IMMEDIATELY.**

These terms and conditions and end user license agreement (collectively, “Terms of Use”) set forth the terms and conditions of Sitter Setter, LLC (“Sitter Setter”) applicable to your use of the Service. **Sitter Setter encourages you to read these Terms of Use carefully.** By using the Sites, Apps and Service, you hereby represent, warrant, understand, agree to and accept these Terms and any applicable Additional Terms in their entirety whether or not you register as a user of the Site or Service.

For purposes of these Terms of Use, “Sitter Setter” means and includes Sitter Setter and its subsidiaries and its and their investors, officers, directors, employees, agents, representatives and assigns. “User” means each person who accesses or uses the Service, including parents and caregivers, whether or not such User personally installed one or both of the Apps or created an account.

You understand and agree that Sitter Setter may revise, modify and/or supplement these Terms of Use (the “Revised Terms of Use”) at any time. Any Revised Terms of Use will be effective immediately after notice is sent to you via the Sitter Setter internal email system or by such other forms of notice as may be determined by Sitter Setter. If you do not agree to the Revised Terms of Use, you must stop using the Service and close your account (and uninstall the Apps). By continuing to use the Service following notice, or by failing to close your account or uninstall the Apps, you hereby expressly agree to be bound by the Revised Terms of Use and acknowledge that your continued use of and access to the Service is valid consideration for the Revised Terms of Use.

If you are a paying member and you close your account due to rejection of the Revised Terms of Use before your paid membership term has ended, you may seek reimbursement for the paid pro rata balance of the remaining membership by calling Sitter Setter at 503-924-9546 or by emailing [info@sittersetter.com](mailto:info@sittersetter.com).

## **Terms and Conditions**

**1. Privacy Policy.** Please refer to the Sitter Setter Privacy Policy at <https://www.thesittersetter.com/privacy> for information on how Sitter Setter collects, uses and discloses information about you.

**2. License.** Subject to the terms and conditions set forth in these Terms of Use, Sitter Setter grants you a personal, nonexclusive, nontransferable license to use the Service and to download and use the Apps on any mobile device that you own or control, solely for your personal, noncommercial use except as expressly set forth herein.

The Service will be in the form and format as determined by Sitter Setter in its sole discretion from time to time, and such form and format may limit or restrict use to certain types of devices at the exclusion of others and may have additional licensing terms restricting their use thereto.

Such license is subject to these Terms of Use and except as expressly provided in these Terms of Use, does not include: (A) any resale or commercial use (except as expressly set forth herein) of the Service or of any content or materials contained therein ("Sitter Setter Content"); (B) modifying or otherwise making any derivative uses of the Service or any Sitter Setter Content; (C) use of any data mining, robots or similar data gathering or extraction methods; (D) reproducing, distributing, publicly performing or publicly displaying the Service or the Sitter Setter Content; (E) reverse engineering or otherwise attempting to discover any source code; or (F) any use of the Service other than for its intended purpose.

Any use of the Service or the Sitter Setter Content other than as specifically authorized herein, without the prior, written permission of Sitter Setter, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms of Use shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

**3. Location Information; Consent to Use of Data and Mobile Communications.** The Apps and/or Sites may implement a location feature whereby they will automatically collect your geolocation information if you provide your consent. In such event, the Apps and Sites will use and share such location to enable Users to determine which Users nearby. Sitter Setter may also use location information to provide information and advertising to Users. **IF YOU WANT TO STOP THE AUTOMATIC COLLECTION OF YOUR LOCATION INFORMATION, YOU MAY DO SO BY USING THE PRIVACY SETTINGS IN THE APPS AND/OR ON YOUR DEVICE AND/OR BY UNINSTALLING THE APPS.**

You also consent to Sitter Setter communicating with you about the Service or in connection with the features, functions and activities contained therein by SMS, text message, email or other electronic means. Your carrier's normal, messaging, data and other rates and fees will apply to these communications.

**4. The Service Offers a Venue.** The Service merely offers tools, resources and a venue to connect those seeking care services with those seeking to provide care services. Sitter Setter provides a platform for individuals seeking care services ("Care Seekers") to post jobs on the Site and to search for, find and communicate with individuals and entities who provide care services ("Care Providers"). You understand and agree that Sitter Setter: (A) does not employ, recommend or endorse any Users and has no control over the acts or omissions of any Users; (B) is not responsible or liable in any manner for the performance or conduct of any Users or other third parties online or offline; (C) makes no representations or warranties about the quality of the services provided by any User or about your interactions or dealings with other Users; and (D) does not screen Users or automatically conduct any kind of identity or background checks except as otherwise expressly stated in these Terms of Use or on the Service.

Regardless of whether Sitter Setter screens users or performs a comprehensive background check, you should exercise caution and perform your own screening before connecting with anyone through the Service, meeting anyone, engaging Users or accepting engagements. Sitter Setter hereby expressly disclaims, and you hereby expressly release Sitter Setter from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to the Service or your interactions or dealings with other Users, including without limitation any acts and/or omissions of Users online or offline. By using the Service, you acknowledge and agree that you are solely responsible for your use of the Service and the connections you make and that **ALL USE OF THE SERVICE IS AT YOUR SOLE AND EXCLUSIVE RISK.**

**5. Transactions Are Between Users; Release.** The Service may be used to help obtain or offer services provided by Users and to facilitate payment for such services. However, Users transact solely between themselves, and Sitter Setter is not a party to any transactions between Users. Sitter Setter hereby expressly disclaims, and you hereby expressly release Sitter Setter and its affiliates from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to disputes, dealings, or interactions between you and any other Users or third parties.

**6. Eligibility.** You represent and warrant that you currently meet and will continue to meet the following eligibility conditions ("Eligibility Conditions") for as long as you use the Service: (A) If you are a Care Provider, you are at least sixteen (16) years old; (B) If you are a Care Seeker, you are at least eighteen (18) years old; (C) you comply with all laws, rules and regulations in connection with your use of the Service and any services arranged through the Service, including without limitation legal authorization to work in the jurisdiction in which you seek to provide or receive services; (D) you have the right, authority and capacity to enter into these Terms of Use and to abide by all of the terms and conditions in these Terms of Use; (E) neither you, nor anyone in your home or, as applicable, the location where care services are provided or received: (i) has been the subject of a complaint, restraining order or any other legal action involving violence, abuse, neglect, fraud, larceny, or any offense that involves endangering the safety of others; (ii) has been convicted of a crime of any nature, including any felony or misdemeanor of any kind, including without limitation any sexual, child abuse or domestic violence offenses; and/or (iii) has been and/or is currently required to register as a sex offender in any jurisdiction or with any government entity; and (F) neither you, nor anyone in your home or, as applicable, the location where care services are provided or received, is currently out on bail or on such person's own recognizance pending trial, relating to any felony or misdemeanor charges of any kind, including without limitation sexual, child abuse or domestic violence offenses.

By using the Service, you understand and agree that Sitter Setter may rely on the above Eligibility Conditions representations and warranties as true. You understand and agree that Sitter Setter may revise the Eligibility Conditions from time to time and require new conditions and certifications and that you will abide by such revised Eligibility Conditions or discontinue using the Service and uninstall the Apps and you must discontinue use of the Service if at any time you no longer meet the Eligibility Conditions. If Sitter Setter becomes aware of or believes that there are violations of the Eligibility Conditions by any User or that the User has otherwise provided any false or misleading information, it may, among other things, suspend and/or terminate such User with or without notice at its sole discretion. If your account is terminated or suspended, you agree to make no further use of the Service after termination or during suspension.

**You understand and agree that Sitter Setter does not routinely verify that any or all of the Eligibility Conditions are met by any other Users** and you further understand and agree that Sitter Setter is not responsible for assuring that the Eligibility Conditions are met or for any failure to suspend, terminate or prevent the use of the Service by Users who do not meet the Eligibility Conditions. Except where expressly stated otherwise in these Terms of Use or on the Service, you understand and agree that you are solely responsible for conducting any appropriate background checks and obtaining references prior to engaging another User to perform services. You further understand and agree that you are solely responsible for making your own evaluations, decisions and assessments about whether to engage other Users to perform services, accepting any engagements offered by other Users or otherwise interacting with other Users. Sitter Setter hereby expressly disclaims, and you hereby expressly release Sitter Setter and its affiliates from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm or damages arising from or in any way related to: (x) any inaccuracy, untimeliness or incompleteness of a User's Eligibility Conditions; and/or (y) any misstatements or misrepresentations made by any Users.

Although Sitter Setter has no obligation to verify the Eligibility Conditions or conduct any other screenings, verifications or background checks, it reserves the right to do so in its sole discretion, and you hereby authorize Sitter Setter to verify any or all of the above representations and warranties you make or the other information you provide. Such verification may include, without limitation, conducting criminal background checks, sex offender registry checks, motor vehicle records checks, identification verifications, credit checks and/or using available public records. You consent to any collection, use or disclosure in order to accomplish such verification. You agree that Sitter Setter may take such action as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your account, should it determine, in its sole discretion, that you have violated any representation or warranty or any other provision of these Terms of Use or it otherwise determines in its sole discretion that such suspension or termination is appropriate for any reason. In the event of any suspension or termination, you agree to make no further use of the Service after termination or during suspension.

**7. No Professional Advice; Information Only.** Any information, materials, content and/or advice provided through the Service, whether by Sitter Setter, Users or third parties, including without limitation the Sitter Setter Facebook pages, including the Sitter Setter Instagram account, the Sitter Setter LinkedIn account, including without limitation are for informational purposes only. If you have specific concerns or a situation arises requiring professional advice, you should consult with an appropriately trained and qualified professional. Sitter Setter hereby expressly disclaims, and you hereby expressly release Sitter Setter and its affiliates from, any and all liability whatsoever for any controversies, claims, suits, injuries, losses, harms and/or damages arising from and/or in any way related to the information, materials and content provided through the Service, including without limitation on the Facebook pages, Twitter account, Instagram account and LinkedIn account.

**8. Use of the Service.** You agree to use the Service in a manner that is lawful, relevant and proper to the applicable forum. Any use of the Service that Sitter Setter, in its sole discretion, finds inappropriate or offensive or contrary to these Terms of Use may result in suspension or termination of your account with or without notice. Sitter Setter reserves the right to suspend or terminate your account with or without notice at any time in its sole discretion, for any reason or no reason. In the event of any suspension or termination, you agree to make no further use of the Service after termination or during suspension.

You understand and agree not to, and not to permit or encourage anyone else to, do any of the following in connection with the Service: Defame, abuse, harass, harm, stalk, threaten or otherwise violate the legal rights (including without limitation rights of privacy and publicity) of others; Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, hateful, distasteful, obscene or unlawful topic, name, information, materials or content;

Use the Service or engage with other Users for any purpose that is in violation of local, state, national, or international law, rule or regulation, including without limitation wage and hour and working condition laws and regulations; Upload files that contain software or other material that violates the rights of any third party, including without limitation intellectual property rights or rights of privacy or publicity; Upload files that contain viruses, Trojan horses, worms, time bombs, spiders, cancel bots, corrupted files, or any other similar software, malware or materials that may damage, interfere with, disrupt, impair, disable or otherwise overburden the operation of any device, computer system or network; Take any action that would undermine any aspect of the Service or use the Service in any manner that could interfere with, disrupt, or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service in any manner; Attempt to gain unauthorized access to the Service, other User accounts, or other device, computer system or networks connected to the Service;

Harvest or otherwise collect information about Users without their consent;

Advertise or offer to sell any goods or services for any commercial purpose (except as expressly set forth herein) on the Service that are not appropriate or relevant to the Service;  
Conduct or forward pyramid schemes, chain letters, surveys or contests on or through the Service, except where sponsored or created by Sitter Setter; Impersonate another person or allow any other person or entity to use your user name, password or membership; Post the same content repeatedly or spam - spamming is strictly prohibited; Download any file posted by another User that you know, or reasonably should know, cannot be legally distributed through the Service; Access, download, or copy any information, content and/or materials from the Service through artificial means (including without limitation spiders, scrapers, hacking devices, computer programs, bots or other such means); Reproduce, duplicate, copy, sell, re-sell or exploit any information, materials or content on the Service; and/or Restrict or inhibit any other User from using and enjoying the Service.

Sitter Setter reserves all of its rights under the Communications Decency Act, including without limitation its right to remove anything objectionable to Sitter Setter in its sole discretion. You may report any alleged improprieties by any User to Sitter Setter by email at [info@sittersetter.com](mailto:info@sittersetter.com). However, enforcement of these Terms of Use is solely at Sitter Setter's discretion, and failure to enforce in some instances does not constitute a waiver of Sitter Setter's right to enforce in other instances. In addition, these Terms of Use do not create any private right of action on the part of any User or third party or any reasonable expectation that the Service will not contain any content or conduct that is prohibited by such Terms of Use.

**9. Account Security.** You are responsible for maintaining the confidentiality of passwords and account information for the Service, and you are fully responsible for all activities that occur under your account. You agree to immediately notify Sitter Setter of any unauthorized use of accounts or any other breach of security.

**10. Third-Party Services and Content.** The Service may contain links or otherwise contain or provide access to third-party products, services, websites, advertisers, applications, information, and content (collectively, "Third-Party Services and Content"), which access is provided solely for convenience. For example, the Service may provide access to a third-party payment processing service that enable caregivers to collect payments through the Service from parents who engage them and may make third-party content available through the Service, such as in the Facebook pages, Blog and Twitter account. You understand and agree that such Third-Party Services and Content are not provided by Sitter Setter, and Sitter Setter does not control or endorse and does not make any representations or warranties regarding such Third-Party Services and Content. **YOU UNDERSTAND AND AGREE THAT USE OF SUCH THIRD-PARTY SERVICES AND CONTENT IS AT YOUR OWN RISK, THAT SITTEr SETTER TERMS OF USE AND POLICIES DO NOT APPLY TO SUCH THIRD-PARTY SERVICES AND CONTENT, AND THAT SITTEr SETTER IS NOT RESPONSIBLE FOR THE PRIVACY OR BUSINESS PRACTICES OR OTHER POLICIES OF SUCH THIRD-PARTY SERVICES AND CONTENT OR FOR THE ACCURACY, COMPLETENESS, SAFETY OR QUALITY OF THE THIRD-PARTY SERVICES AND CONTENT. YOU SHOULD CAREFULLY REVIEW ANY APPLICABLE TERMS AND POLICIES THAT APPLY TO ANY THIRD-PARTY SERVICES AND CONTENT. SITTEr SETTER IS NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR SUCH THIRD-PARTY SERVICES AND CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY SORT INCURRED AS THE RESULT THEREOF, AND SITTEr SETTER HEREBY EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY RELEASE SITTEr SETTER FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, LIABILITIES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO SUCH THIRD-PARTY SERVICES AND CONTENT, INCLUDING WITHOUT LIMITATION RELATING TO AVAILABILITY, TERMS**

## **OF USE, PRIVACY, INFORMATION, CONTENT, MATERIALS, ADVERTISING, CHARGES, PAYMENT, PRODUCTS AND/OR SERVICES.**

**11. User Content.** "User Content" is defined as any information, content, messages, photos, and/or materials a User posts on or through the Service, submits to Sitter Setter and/or submits to any other User on or through the Service or by any other medium or method. Sitter Setter acts as a passive conduit for User Content, and Users, not Sitter Setter, are solely responsible for the User Content they post, submit or transmit through the Service. User Content, including without limitation in connection with registration and Users' profiles, is self-reported and you understand and agree that Sitter Setter does not independently verify that any or all of the User Content is accurate, appropriate, timely or complete. You understand and agree that you make your own decisions and assessments about User Content and about persons to engage or engagements to accept. Sitter Setter hereby expressly disclaims, and you hereby expressly release Sitter Setter from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss and/or damages, arising from and/or in any way related to any User Content, including without limitation to any acts of or reliance upon other Users with respect to such User Content and/or any comments made by User about others.

You represent and warrant that you are the owner or licensee or otherwise have the right to post or submit such User Content, and you grant to Sitter Setter an irrevocable, perpetual, non-exclusive, fully paid, worldwide, sublicensable license to use, copy, perform, display, reproduce, adapt, modify, prepare derivative of, and distribute such User Content and to incorporate such User Content into other works.

You agree that you are solely responsible for any User Content you post or submit, and you represent and warrant that any User Content: (A) shall not be inaccurate, untimely, incomplete, fraudulent or misleading, including without limitation in connection with registration, your profile and/or use of the Service; (B) shall not infringe any third party's rights, including without limitation copyright, patent, trademark, trade secret or other propriety right or rights of publicity or privacy; (C) shall not violate any law, statute, ordinance, rule or regulation, including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, false advertising or the provision of child care, elder care or health care; (D) shall not be defamatory, libelous, threatening, harassing, abusive, or inflammatory; (E) shall not be obscene, indecent, suggestive, violent, offensive or contain pornography or be harmful to minors; (F) shall not contain any viruses, Trojan horses, worms, time bombs, spiders, cancel bots, corrupted files, or any other similar software, malware or materials that may damage, interfere with, disrupt, impair, disable or otherwise overburden the operation of any device, computer system or network; and (G) shall not create liability for Sitter Setter or cause Sitter Setter to lose (in whole or in part) the services of the Sitter Setter ISPs or other partners or suppliers. Sitter Setter may, but is not obligated to, review or delete any User Content that, in Sitter Setter's sole discretion, violates these Terms of Use.

Although Sitter Setter has no obligation to screen, edit or monitor User Content, Sitter Setter reserves the right, and has absolute discretion, to remove, screen or edit User Content or suspend or terminate your account for any reason or for no reason, including if it believes that any User Content violates any of the foregoing rules. You agree to make no further use of the Service during suspension or after termination. Enforcement of the User Content rules set forth in these Terms of Use is solely at Sitter Setter's discretion, and failure to enforce such rules in some instances does not constitute a waiver of Sitter Setter's right to enforce such rules in other instances. In addition, these rules do not create any private right of action on the part of any third party or any reasonable expectation that the Service will not contain any content that is prohibited by such rules.

Although Sitter Setter has no obligation to do so, Sitter Setter reserves the right, and has absolute discretion, to remove, screen or edit User Content posted or stored on the Service at any time and for any

reason without notice, and you are solely responsible for creating backup copies of and replacing User Content you post or store on the Service at your sole cost and expense.

**12. Payment Services.** Sitter Setter may offer access to a Third-Party Service that provides Users with the ability to process payments for their services through the Service (the “Payment Service”). Stripe is the provider of these Payment Services. In order for Users to use Stripe Payment Service, they must enter into the Commercial Entity User Agreement (“CEA”) with Stripe. By using the Payment Service to process payment for your services, you agree: (a) that you have downloaded or printed the CEA; and (b) that you have reviewed and agree to the CEA. Please note that Sitter Setter is not a party to the CEA and that the User and Stripe and are the parties to the CEA. Sitter Setter and its affiliates have no obligations or liability to you of any kind under the CEA.

**13. Consumer Reports.** Sitter Setter may utilize or make available to through the Service third-party consumer reporting agencies that perform, among other things, criminal records checks, sex offender registry checks, motor vehicle records checks and identification verifications (collectively, “Consumer Reports”), but, unless otherwise expressly stated in these Terms of Use or through the Service, Sitter Setter does not automatically run Consumer Reports on any Users. Sitter Setter does not provide, and is not responsible or liable in any manner for, the Consumer Reports, and it does not endorse or make any representations or warranties regarding the reliability of such Consumer Reports or the accuracy, timeliness or completeness of any information in the Consumer Reports. Nor does Sitter Setter independently verify information in the Consumer Reports.

You hereby consent to the collection, use and disclosure of the information in the Consumer Reports. You understand and agree that Sitter Setter may, in its sole discretion, review and rely on the information in the Consumer Reports in deciding whether to suspend or terminate a User or to investigate a complaint about a User, but that Sitter Setter and its affiliates shall not be responsible or liable in any way in the event that any information in the Consumer Reports about any person, including without limitation you or any other User, is not accurate, timely or complete. If you are the subject of a Consumer Report, you may contact the applicable third-party consumer reporting agency to dispute the accuracy, timeliness or completeness of such information. Sitter Setter reserves the right to suspend and/or terminate you or other Users based on information in the Consumer Reports or for any other reason, or no reason, in Sitter Setter’s sole discretion.

**Note the following limitations in Consumer Reports: Except as otherwise expressly provided in these Terms of Use or through the Service, Sitter Setter does not automatically run Consumer Reports on any Users. Records not available to third-party consumer reporting agencies will not be included in the results. Not all arrest logs and records, conviction and correction records, sex offender registries and motor vehicle records are available in all jurisdictions. In many jurisdictions there is a delay before arrest logs and records, conviction and correction records, sex offender registries and motor vehicle records are included in Consumer Reports. Juvenile records and offenses for minors may not appear in the public record and are therefore not included in the results. Dismissed cases, arrests not resulting in convictions, arrests or convictions from foreign countries and nolle pros will not be reported. Traffic violations are not included unless a jurisdiction reports them as criminal offenses. In the jurisdictions where traffic violations are reported as criminal offenses, such traffic violations may be included in the results as misdemeanors or felonies.**

**14. Fair Credit Reporting Act.** If you obtain Consumer Reports that are governed by the Fair Credit Reporting Act, 15 USC 1681 (“FCRA”) through the Service, you hereby represent and warrant that you will comply with the FCRA, which can be found at: <https://www.ftc.gov/os/statutes/031224fcra.pdf> or at [www.ftc.gov](http://www.ftc.gov) in connection with your use of such Consumer Reports. The third-party consumer

reporting agency responsible for the Consumer Reports provides a summary of FCRA rights for Users who authorize such Consumer Reports, and the third-party consumer reporting agency responsible for the Consumer Reports also provides notice when Users are terminated based on information in such Consumer Reports. You agree to comply with any applicable provisions of the FCRA relevant to you at all times. Sitter Setter hereby expressly disclaims, and you hereby expressly release Sitter Setter and its affiliates from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages, arising from and/or in any way related to the Consumer Reports.

**15. Paid Memberships.** Access to certain services and features of the Service require a paid membership or booking fees (“Paid Membership”). Upon registration for a Paid Membership, you agree to pay Sitter Setter the applicable membership fees at the prices then in effect, and you authorize Sitter Setter to charge your chosen payment method in connection therewith. Sitter Setter reserves the right to correct any payment errors even if it has already requested and/or received payment.

Sitter Setter may use third-party payment processing services to process credit card payments and information in connection with the payment of membership fees and other amounts payable in connection with the Service. Sitter Setter hereby expressly disclaims, and you hereby expressly release Sitter Setter and its affiliates from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to Sitter Setter’s use of third-party payment processing services, including without limitation for any damage that may result should any such information be released to any third parties. For further information about Sitter Setter’s use of payment processing services, please contact Sitter Setter by email at [support@Sitter Setter.com](mailto:support@Sitter Setter.com).

Sitter Setter may offer limited-time, free trial memberships or other promotions from time to time. In some cases, which will be disclosed at the time of sign-up, these promotions may automatically convert to Paid Memberships if you do not cancel within a designated time frame. In such instances, if you continue your membership after the end of the free trial or promotional period, you will be charged the price then in effect. To avoid such charges, you must cancel your membership prior to the end of the free trial or promotional period by calling Sitter Setter at 888.748.2489, by emailing at [support@Sitter Setter.com](mailto:support@Sitter Setter.com), or through your account settings.

**16. Automatic Renewal and Cancellation.** Paid Memberships and some paid features (“Features”) may be automatically extended for successive renewal periods of the same duration as the Paid Membership and/or Feature term originally selected (as indicated at the time of sign-up). IF YOU SIGN UP FOR A PAID MEMBERSHIP OR FEATURE THAT IS SUBJECT TO AUTOMATIC RENEWAL, YOU AGREE THAT THE TERM OF SUCH PAID MEMBERSHIP OR FEATURE WILL BE AUTOMATICALLY RENEWED AT THE END OF EACH TERM UNLESS AND UNTIL YOU CANCEL PRIOR TO THE END OF THE CURRENT TERM BY CALLING SITTEr SETTEr AT 503-924-9546 BY EMAILING AT [INFO@SITTERSETTER.COM](mailto:INFO@SITTERSETTER.COM) OR THROUGH YOUR ACCOUNT SETTINGS. At or near the time of each renewal, you authorize Sitter Setter to charge your selected payment method the then-current, applicable fee in accordance with the Paid Membership or Feature you selected. Upon cancellation, you will have access to the Paid Membership and/or Feature benefits until the end of the then current Paid Membership and/or Feature term, and the Paid Membership and/or Feature will not be renewed after that term expires. You will not be eligible for a refund of any portion of the Paid Membership and/or Feature fees paid for the then-current Paid Membership and/or Feature period, except as expressly provided in these Terms of Use. Sitter Setter is not responsible for and will not reimburse any fees incurred by you from your bank or other financial institution, including without limitation overdraft charges, insufficient funds charges, interest charges, or finance charges, which may have occurred as a result of charges billed by Sitter Setter.



**17. Ancillary Support Services.** Sitter Setter may offer ancillary support services, including without limitation concierge services, date night services and phone support services (collectively, “Ancillary Support Services”). Ancillary Support Services, including telephone and/or email communications with Sitter Setter and the subsequent receipt, acceptance and/or use of information in connection with Ancillary Support Services, are subject to these Terms of Use, and each use of Ancillary Support Services, including telephone communications with Sitter Setter and the subsequent receipt, acceptance and/or use of information in connection with Ancillary Support Services, whether by phone, email, or other medium or method, also constitutes a use of the Service subject to these Terms of Use. Sitter Setter provides Ancillary Support Services for informational purposes only and does not deliver any professional advice, recommendation, endorsement, direction or guidance. You further understand and agree that fees paid in connection with the Ancillary Support Services, if any, are for the delivery of information only and not for any advice, recommendation, endorsement, direction or guidance. Your receipt, acceptance and/or use of any information in connection with Ancillary Support Services is your further express understanding and agreement to be bound by these Terms of Use, including without limitation all limitations, disclaimers, releases and indemnities in these Terms of Use. You understand and agree that any transaction with another User following the receipt, acceptance and/or use of information is a transaction between Users and not with Sitter Setter. **ANCILLARY SUPPORT SERVICES ARE PROVIDED ON AN “AS IS” “AS AVAILABLE” BASIS. SITTEr SETTEr HEREBY EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY RELEASE SITTEr SETTEr AND ITS AFFILIATES FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, HARMS, LOSSES AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE ANCILLARY SUPPORT SERVICES, INCLUDING WITHOUT LIMITATION THE RECEIPT, ACCEPTANCE AND/OR USE OF INFORMATION IN CONNECTION WITH ANCILLARY SUPPORT SERVICES.**

**18. Prohibited Uses.** The Service is for the use of individuals only and may not be used in connection with any commercial endeavors (other than the direct employment of caregivers) without the express written consent of Sitter Setter. The Service may not be used by any person or organization to recruit for another website or service or to solicit, advertise, or contact others for employment, contracting, or any other purpose for a business not affiliated with Sitter Setter without express written permission from Sitter Setter. You agree not to use User Content in order to contact, advertise, solicit, or sell to others without their express consent.

You further agree not to collect User Content or any other information, materials or content obtained through the Service, including without limitation names, phone numbers, email addresses, profiles, copyrighted text, or job listings, or otherwise misuse or misappropriate information, materials or content, or any information obtained through use of the Service, using manual or automated means, including without limitation through web scraping, without express written permission from Sitter Setter. Should Sitter Setter have a reasonable basis to believe that you violated this section, Sitter Setter reserves the right, in addition to other remedies and at its sole discretion, to assess a \$10,000 daily penalty fee for scraping and/or recruiting.

**19. Indemnification. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SITTEr SETTEr AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, EXPENSES, DAMAGES AND/OR LIABILITIES, INCLUDING REASONABLE ATTORNEYS’ FEES AND COURT COSTS, INCURRED BY SITTEr SETTEr OR ITS AFFILIATES IN ANY WAY RELATED TO YOUR: (A) ACTS AND/OR OMISSIONS ONLINE AND OFFLINE; (B) BREACH OF THESE TERMS OF USE; (C) DISPUTES WITH OR BETWEEN OTHER USERS; (D) USE AND/OR MISUSE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY INFORMATION, CONTENT AND/OR**

**MATERIALS THEREIN OR OBTAINED THROUGH THE SERVICE; (E) VIOLATION OF ANY APPLICABLE LAW, RULE OR REGULATION; (F) INACCURATE, UNTIMELY, INCOMPLETE OR MISLEADING USER CONTENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO REGISTRATION, PROFILE, ELIGIBILITY CONDITIONS AND INFORMATION SUBMITTED IN CONNECTION WITH CONSUMER REPORTS; (G) MISSTATEMENTS AND/OR MISREPRESENTATIONS, INCLUDING WITHOUT LIMITATION REGARDING YOUR AGE AND YOUR OTHERWISE MEETING THE ELIGIBILITY CONDITIONS; (H) USE OF THIRD-PARTY SERVICES AND CONTENT; (I) USER CONTENT AND ANY ACTS OR OMISSIONS WITH RESPECT TO SUCH USER CONTENT; (J) USE OF ANY INFORMATION IN THE CONSUMER REPORTS INCLUDING WITHOUT LIMITATION IN VIOLATION OF FCRA; (K) USE OF THE PAYMENT SERVICE; (L) USE OF ANCILLARY SUPPORT SERVICES; (M) CONDUCT IN CONNECTION WITH THE USE OF THE SERVICE OR ANY CONNECTIONS MADE THROUGH THE SERVICE; AND/OR (N) USE OF ANY SERVICES OR PRODUCTS OR ANY CONTRACTS OR ARRANGEMENTS MADE OR PROVIDED BASED ON INFORMATION, CONTENT AND/OR MATERIALS OBTAINED ON OR THROUGH THE SERVICE. YOU FURTHER AGREE THAT YOU WILL COOPERATE AS REQUESTED BY SITTEr SETTEr IN THE DEFENSE OF SUCH CLAIMS. SITTEr SETTEr RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTEr OTHERWISE SUBJECT TO INDEMNIFICATION BY USERS, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY SUCH CLAIM OR MATTEr WITHOUT THE WRITTEN CONSENT OF SITTEr SETTEr.**

**20. Release. IF PERMITTED BY LAW, YOU ALSO AGREE TO RELEASE SITTEr SETTEr AND ITS AFFILIATES FROM ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, LOSS, HARM OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO SITTEr SETTEr'S OWN NEGLIGENCE, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE RELATING TO:**

**A. ANY INACCURACY, UNTIMELINESS OR INCOMPLETENESS OF A USER'S ELIGIBILITY CONDITIONS;**

**B. ANY MISSTATEMENTS OR MISREPRESENTATIONS MADE BY ANY USERS;**

**C. SITTEr SETTEr CONTENT AND ANY OTHER INFORMATION, MATERIALS AND CONTENT OBTAINED THROUGH USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ON THE FACEBOOK PAGES, APP STORE AND IN THE APPS;**

**D. THIRD-PARTY SERVICES AND CONTENT, INCLUDING WITHOUT LIMITATION RELATING TO AVAILABILITY, TERMS OF USE, PRIVACY, INFORMATION, CONTENT, MATERIALS, ADVERTISING, CHARGES, PAYMENT, PRODUCTS AND/OR SERVICES;**

**E. USER CONTENT, INCLUDING WITHOUT LIMITATION ANY ACTS OF OR RELIANCE UPON OTHER USERS WITH RESPECT TO SUCH USER CONTENT AND/OR ANY COMMENTS MADE BY A USER ABOUT OTHERS;**

**F. CONSUMER REPORTS; AND/OR**

**G. THE USE OF OR INABILITY TO USE THE ANCILLARY SUPPORT SERVICES, INCLUDING WITHOUT LIMITATION THE RECEIPT, ACCEPTANCE AND/OR USE OF INFORMATION IN CONNECTION WITH ANCILLARY SUPPORT SERVICES.**

This release does not include claims, suits, injuries, loss, harm or damages arising from Sitter Setter's gross negligence or willful tortious conduct.

**21. Suspension and Termination.** Sitter Setter may suspend and/or terminate your account for any reason or for no reason at all and with or without notice at Sitter Setter's sole discretion. Suspension and/or termination may include restricting access to and use of the Service and may also include the deletion of the content associated with your account. You agree to make no further use of the Service or

the Sitter Setter Content during suspension or after termination. Sitter Setter reserves the right, but does not undertake any duty, to take appropriate legal action, including without limitation the pursuit of civil, criminal and/or injunctive redress against you for continuing to use the Service or the Sitter Setter Content during suspension or after termination, and you agree that Sitter Setter may recover its reasonable attorneys' fees and court costs from you for such actions. Even while your membership is suspended and after it is terminated, these Terms of Use will remain enforceable against you. All other terms that by their nature may survive suspension and/or termination of these Terms of Use shall also be deemed to survive such suspension and/or termination.

**22. Intellectual Property Rights of Service.** Except for the license expressly granted in these Terms of Use, you are not granted any rights in or to the Service by implication, estoppel, or other legal theory, and all rights in and to the Service not expressly granted in these Terms of Use are hereby reserved and retained by Sitter Setter. The Service, the Sitter Setter Content, and all information, materials, tools, code and content contained therein, including without limitation all text, graphics, logos, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, directories, queries, algorithms, structure, organization, and other content (collectively "Proprietary Material"), are owned by Sitter Setter or its licensors or users and is protected by U.S. and international copyright law. This Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Sitter Setter also owns the coordination, selection, arrangement and enhancement of such Proprietary Material as a collective work and/or compilation under the United States Copyright Act, as amended. You may not copy, download, use, redesign, reconfigure, or retransmit anything from the Service without Sitter Setter's prior express written permission. Furthermore, you are not allowed to post, distribute or reproduce any User Content that they do not own, or which they do not have permission to use. Violation of this policy may result in copyright, trademark or other intellectual property rights violations and liability, and subject you to termination or suspension from the Service and/or civil and/or criminal penalties. In addition, the Service contains material protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws. Any use of such Proprietary Material, other than as permitted herein, is expressly prohibited without the prior permission of Sitter Setter and/or the relevant right holder. The service marks, trademarks, logos and trade names appearing on this Service are owned by Sitter Setter or are appearing on the Service with permission of the respective owners, and you acknowledge the rights of Sitter Setter and the respective third parties therein. You may not copy or use any of these service marks, trademarks, logos or trade names without the prior written permission of the owner.

**23. Copyright Complaints and Copyright Agent.** Repeat Infringer Policy: In accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable law, Sitter Setter has adopted a policy of terminating, in appropriate circumstances and at Sitter Setter's sole discretion, members who are deemed to be repeat infringers. Sitter Setter may also at its sole discretion limit access to the Service and/or terminate the accounts of anyone who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Copyright Complaints: Without limiting the foregoing, owners of copyrighted works who believe that their rights under copyright law have been infringed may take advantage of certain provisions of the DMCA to report alleged infringements. If you believe that your work has been copied and posted on or made accessible through the Service in a way that constitutes copyright infringement, please provide Sitter Setter's designated agent (as set forth below) with the following information:

An electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest;

A description of the copyrighted work or other intellectual property that is claimed to have been infringed, including the URL (Internet address) or other specific location within the Service where the infringing material is located. Include enough information to allow Sitter Setter to locate the material;

Your address, telephone number, and email address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and

A statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Designated Agent:

Name of Agent Designated to Receive Notification of Claimed Infringement: Amber Zupancic-Albin, General Counsel

Full Address of Designated Agent to Which Notification Should Be Sent: 525 3<sup>rd</sup> St. Ste 200, Lake Oswego, OR 97034

Email Address of Designated Agent: [info@sittersetter.com](mailto:info@sittersetter.com)

**24. Notice of Availability of Filtering Software.** Pursuant to the Communications Decency Act, all Users are hereby informed by Sitter Setter, the provider of this interactive computer service, that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available at Stop Think Connect, [www.stopthinkconnect.org](http://www.stopthinkconnect.org), and Safety.com, [www.safety.com](http://www.safety.com), or in the following Web directories: [Internet Blocking and Filtering Software](#) or [Filtered Access](#).

**25. U.S. Export Controls.** No part of the Service may be exported or re-exported into any country to which the U.S. has embargoed goods or to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

**26. No Third-Party Beneficiaries.** Except as otherwise expressly provided in these Terms of Use, there shall be no third-party beneficiaries to these Terms of Use.

**27. Modifications to the Service.** Sitter Setter reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Service and/or any features, information, materials or content on the Service with or without notice to you. You agree that Sitter Setter shall not be liable to you or any third party for any modification or discontinuance of the Service or any portion thereof.

**28. No Joint Venture.** You acknowledge that you are not legally affiliated with Sitter Setter in any way, and no independent contractor, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by your use of the Service or these Terms of Use. As such, you shall not have, or hold 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 Sitter Setter, except as provided herein or authorized in writing by Sitter Setter. **Sitter Setter is not an employment service or agency, does not serve as an employer of Users and does not recruit Users for employment, secure employment for Users or evaluate or test Users for employment purposes.**

**29. Limitations on Use.** In the interest of maintaining the performance and availability of the Service and in enforcing these Terms of Use, Sitter Setter reserves the right to place certain limitations on your access to the Service at any time and for any reason. You acknowledge and agree that this term supersedes any specific offer made by Sitter Setter and that these limitations may be enforced in Sitter Setter's sole discretion. If you feel that these limitations are interfering with legitimate use of Sitter Setter in keeping

with the Terms of Use, you shall refer this concern to Sitter Setter and abide by the determination of Sitter Setter.

**30. Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND SITTER SETTER CONTENT ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, CUSTOM, USAGE, MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. YOU HEREBY EXPRESSLY AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK. SITTER SETTER DOES NOT REPRESENT, OR WARRANT, AND FURTHER DISCLAIMS ANY AND ALL LIABILITY ASSOCIATED WITH, THE FOLLOWING: (A) THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE; (B) THAT ANY INFORMATION, PRODUCTS OR SERVICES OBTAINED FROM OR THROUGH THE SERVICE WILL BE RELIABLE, ACCURATE, SAFE, TIMELY OR COMPLETE; (C) THE CONDUCT OF ANY USERS ONLINE AND OFFLINE, WHETHER IN CONNECTION WITH THE SERVICE OR OTHERWISE; (D) THE CONDUCT OF OTHER THIRD PARTIES, INCLUDING HACKERS OR OTHERS WHO ENGAGE IN THE UNAUTHORIZED ACCESS, USE OR MISAPPROPRIATION OF ANY USER CONTENT OR INFORMATION; AND/OR (E) THE USE OF ANCILLARY SUPPORT SERVICES. SITTER SETTER DOES NOT REPRESENT OR WARRANT THAT THE SERVICE IS FREE FROM VIRUSES, TROJAN HORSES, WORMS, TIME BOMBS, SPIDERS, CANCEL BOTS, CORRUPTED FILES, OR ANY OTHER SIMILAR SOFTWARE, MALWARE OR MATERIALS THAT MAY DAMAGE, INTERFERE WITH, DISRUPT, IMPAIR, DISABLE OR OTHERWISE OVERBURDEN THE OPERATION OF ANY DEVICE, COMPUTER SYSTEM OR NETWORK. SITTER SETTER CANNOT AND DOES NOT REPRESENT OR WARRANT THAT USER CONTENT OR INFORMATION WILL NOT BE MISAPPROPRIATED, INTERCEPTED, DELETED, DESTROYED OR USED BY OTHERS AND SHALL NOT BE LIABLE THEREFOR. SITTER SETTER HEREBY EXPRESSLY DISCLAIMS, AND YOU HEREBY EXPRESSLY RELEASE SITTER SETTER AND ITS AFFILIATES FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE SERVICE OR SITTER SETTER CONTENT.

**31. Assumption of Risk.** You assume all risks when using the Service, including without limitation all of the risks associated with interactions with other Users. You agree to take all necessary precautions when interacting with other Users.

**32. Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL SITTER SETTER OR ITS AFFILIATES BE LIABLE TO YOU OR ANY OTHER USER OR THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE SERVICE OR SITTER SETTER CONTENT. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE AGGREGATE LIABILITY OF SITTER SETTER OR ITS AFFILIATES TO YOU WILL NOT EXCEED THE TOTAL AMOUNTS PAID BY YOU IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. IN THE EVENT APPLICABLE LAW DOES NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SITTER SETTER'S OR ITS AFFILIATES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

**33. Notice.** Any notice or other communication to be given hereunder shall be in writing and given by facsimile, postpaid registered or certified mail, return receipt requested, or electronic mail to the address listed below.

**34. Dispute Resolution; Binding Arbitration.**

Please read the following section carefully because it requires you to arbitrate certain disputes and claims with Sitter Setter and limits the manner in which you can seek relief from us, unless you opt out of arbitration by following the instructions set forth below. No class or representative actions or arbitrations are allowed under this arbitration provision. In addition, arbitration precludes you from suing in court or having a jury trial.

**(a) No Representative Actions.** You and Sitter Setter agree that any dispute arising out of or related to these Terms or our Services is personal to you and Sitter Setter and that any dispute will be resolved solely through individual action, and will not be brought as a class arbitration, class action or any other type of representative proceeding.

**(b) Arbitration of Disputes.** Except for small claims disputes in which you or Sitter Setter seeks to bring an individual action in small claims court located in the county of your billing address or disputes in which you or Sitter Setter seeks injunctive or other equitable relief for the alleged infringement or misappropriation of intellectual property, you and Sitter Setter waive your rights to a jury trial and to have any other dispute arising out of or related to these Terms of Use or the Service, including claims related to privacy and data security, (collectively, “Disputes”) resolved in court. Instead, either party may submit a Dispute to binding arbitration administered by the American Arbitration Association (“AAA”). All Disputes submitted to AAA will be resolved through confidential, binding arbitration before one arbitrator. Any in-person arbitration proceedings will be held in Portland, Oregon unless you are a consumer, in which case you may elect to hold any in-person arbitration proceedings in your county of residence. For purposes of this Section 34, a “consumer” means a person using the Service for personal, family, or household purposes. You and Sitter Setter agree that the arbitration will be conducted in accordance with the AAA Consumer Arbitration Rules (“AAA Consumer Rules”) if you are a consumer, see <https://adr.org/consumer>, and otherwise in accordance with the applicable AAA rules. The most recent versions of AAA rules are available on the [AAA website](#) and are hereby incorporated by reference. You either acknowledge and agree that you have read and understand the AAA rules or waive your opportunity to read the AAA rules and waive any claim that the AAA rules are unfair or should not apply for any reason.

**(c)** You and Sitter Setter agree that these Terms of Use affect interstate commerce and that the enforceability of this Section 34 will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, et seq. (the “FAA”), to the maximum extent permitted by applicable law. As limited by the FAA, these Terms of Use and the AAA rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Dispute and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. The arbitrator may conduct only an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual.

**(d)** The arbitration will allow for the discovery or exchange of non-privileged information relevant to the Dispute. The arbitrator, Sitter Setter, and you will maintain the confidentiality of any arbitration proceedings, judgments and awards, including information gathered, prepared and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator will have the authority to make appropriate rulings to safeguard confidentiality, unless the law provides to the contrary. The duty of confidentiality does not apply to the extent that disclosure is necessary to prepare for or conduct the arbitration hearing on the merits, in connection with a court application for a preliminary remedy or in connection with a judicial challenge to an arbitration award or its enforcement, or to the extent that disclosure is otherwise required by law or judicial decision.

(e) You and Sitter Setter agree that for any arbitration you initiate, you will pay the filing fee (up to a maximum of \$250 if you are a consumer), and remaining AAA fees and costs. For any arbitration initiated by Sitter Setter, Sitter Setter will pay all AAA fees and costs.

(f) **Any Dispute must be filed within one year after the relevant claim arose; otherwise, the Dispute is permanently barred, which means that you and Sitter Setter will not have the right to assert the claim.**

(g) **You have the right to opt out of binding arbitration within 30 days of the date you first accepted the terms of this Section 34 by sending a written opt-out notice by email to [info@sittersetter.com](mailto:info@sittersetter.com) or by certified mail addressed to Sitter Setter, LLC, 525 3<sup>rd</sup> St. Ste 200 Lake Oswego, OR 97034.** In order to be effective, the opt-out notice must include your full name and address and clearly indicate your intent to opt out of binding arbitration. By opting out of binding arbitration, you are agreeing to resolve Disputes in accordance with Section 35.

(h) If any portion of this Section 34 is found to be unenforceable or unlawful for any reason, (a) the unenforceable or unlawful provision shall be severed from these Terms of Use; (b) severance of the unenforceable or unlawful provision shall have no impact whatsoever on the remainder of this Section 34 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 34; and (c) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction pursuant to Section 35 and not in arbitration, and the parties agree that litigation of those claims shall be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 34 is found to prohibit an individual claim seeking public injunctive relief, that provision will have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 34 will be enforceable.

**35. Venue.** In the event that a tribunal or arbitrator of competent jurisdiction determines that the arbitration provision is unenforceable; or for any motions to compel arbitration or to enforce an arbitration award; or if you have opted out of arbitration pursuant to the procedures in Section 35; or for any other litigation (if any) that is not prohibited by Section 34, you agree that the exclusive forum and/or venue for any controversy, claim, suit, injury, harm, loss or damage arising from or in any way related to the use, inability to use or provision of the Service or these Terms of Use shall be any Oregon State Court or Federal Court sitting in Clackamas County, and you hereby submit to the exclusive jurisdiction of those courts for purposes of any such proceeding.

**36. App Store.** You acknowledge and agree that the availability of the Apps is dependent on the third party from which you received the Apps, e.g., the Apple iPhone App Store ("App Store"). You acknowledge and agree that these Terms of Use are between you and Sitter Setter and not with the App Store. The App Store is not responsible for the Apps, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance, or intellectual property infringement). You agree to pay all fees charged by the App Store in connection with the Apps (if any). You agree to comply with, and your license to use the Apps is conditioned upon your compliance with, all applicable third-party terms of agreement when using the Apps.

**37. General Provisions.** These Terms of Use constitute the entire agreement between User and Sitter Setter with respect to the Service. Failure by Sitter Setter to enforce any of these Terms of Use shall not be construed as a waiver of any provision or right. **These Terms of Use, and all other aspects or use of the Service, shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to choice of law or conflict of laws rules.**

**Any provision of these Terms of Use found to be invalid, illegal, or unenforceable shall be severed from the Terms of Use. The remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect.**

**39. Contact.** Sitter Setter may be contacted at:

By emailing: [info@sittersetter.com](mailto:info@sittersetter.com).

By phone: 503-924-9546

By mail: 525 3<sup>rd</sup> St. Ste 200, Lake Oswego, OR 97034

**40. Additional Terms Applicable To iPhone, iPod Touch or iPad Applications.** Notwithstanding anything to the contrary in these Terms of Use set forth above, the following additional terms shall apply to any Apps downloaded for use on the iPhone, iPod Touch or iPad:

**(A) Acknowledgement:** You and Sitter Setter acknowledge that these Terms of Use are solely between you and Sitter Setter, and not with Apple Inc. (“Apple”). Sitter Setter is solely responsible for the App and the content thereof unless stated otherwise in these Terms of Use. You further acknowledge that the usage rules for the App are subject to any additional restrictions set forth in the Usage Rules for the Apple App Store Terms of Service as of the date you download the App, and in the event of any conflict, the Usage Rules in the Apple App Store shall govern if they are more restrictive.

**(B) Scope of License:** The license granted to you is limited to a nontransferable license to use the App on any iPhone, iPod Touch or iPad that you own or control as permitted by the Usage Rules set forth in the Apple App Store Terms of Service.

**(C) Maintenance and Support:** You and Sitter Setter acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

**(D) Warranty:** You acknowledge that Apple is not responsible for any product warranties, whether express or implied by law, with respect to the App. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price, if any, paid to Apple for the App to you, and to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App. You and Sitter Setter acknowledge that to the extent that there are any applicable warranties, any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any such applicable warranty would be the sole responsibility of Sitter Setter. However, you understand and agree that in accordance with these Terms of Use, Sitter Setter has disclaimed all warranties of any kind with respect to the App, and therefore, there are no warranties applicable to the App.

**(E) Product Claims:** You and Sitter Setter acknowledge that as between Apple and Sitter Setter, Sitter Setter, not Apple, is responsible for addressing any claims relating to the App or the your possession and/or use of that App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

**(F) Intellectual Property Rights:** You and Sitter Setter acknowledge that, in the event of any third-party claim that the App or your possession and use of that App infringes that third party’s intellectual property rights, Sitter Setter, and not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim to the extent required under these Terms of Use.

**(G) Legal Compliance:** You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

**(H) Developer Name and Address:** Any questions, complaints or claims with respect to the App should be directed to: UrbanSitter, Inc. 601 California Street, #607 San Francisco, CA 94108 or email: [support@sitter.me](mailto:support@sitter.me).

**(I) Third-Party Beneficiary:** You and Sitter Setter acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms of Use, and that, upon your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third-party beneficiary thereof.



