

## Website Terms of Use

Last Modified: August 15, 2017

### **Acceptance of the Terms of Use**

These Terms of Use are entered into by and between you and Wyndy, LLC (“**Company**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of www.wyndy.com, including any content, functionality and services offered on or through www.wyndy.com (the “**Website**”) and Company’s mobile application (the “**App**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website or download the App. By using the Website, downloading the App or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at www.wyndy.com/privacypolicy, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access, download or use the Website or the App.

The Website and the App are offered and available to users who are 18 years of age or older and reside in the United States or any of its territories or possessions. By using the Website or downloading the App, you represent and warrant that you are of legal age to form a binding contract with Company in your state of residence, regardless of your age, and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access, download or use the Website or the App.

### **Changes to the Terms of Use**

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Website or the App thereafter. However, any changes to the dispute resolution provisions set forth in *Governing Law and Jurisdiction* below will not apply to any disputes for which the parties have actual notice prior to the date the change is posted on the Website or the App.

Your continued use of the Website or the App following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

### **Accessing the Website and the App and Account Security**

We reserve the right to withdraw or amend the Website or the App, and any service or material we provide on the Website or the App, in our sole discretion without notice. Company may from time to time in its sole discretion develop and provide updates to the App, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, “**Updates**”). Updates may also modify or delete in their entirety certain features and functionality. You agree that Company has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. We will not be liable if for any reason all or any part of the Website or the App is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or the App, or the entire Website or the App, to users, including registered users.

You are responsible for:

- Making all arrangements necessary for you to have access to, download, install and/or use the Website or the App.
- Ensuring that all persons who access the Website or the App through your internet connection or mobile device are aware of these Terms of Use and comply with them.

To access the Website or the App or some of the resources they offer, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website or the App that all the information you provide on the Website or the App is correct, current and complete. You agree that all information you provide to register with the Website or the App or otherwise, including but not limited to through the use of any interactive features on the Website or the App, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Website or the App or portions of either of them using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You should use particular caution when accessing your account from a public or shared computer or network so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion, for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

## **ELIGIBILITY FOR USE OF THE WEBSITE OR THE APP**

IF YOU ARE AN INDIVIDUAL PROVIDING BABYSITTING SERVICES (A “**BABYSITTER**”), BY REGISTERING TO USE OR USING THE WEBSITE OR THE APP, YOU REPRESENT AND WARRANT THAT:

- i. **STUDENT.** YOU ARE A REGISTERED STUDENT ENROLLED IN A WYNDY-APPROVED COLLEGE OR UNIVERSITY.
- ii. **BACKGROUND CHECKS.** YOU ARE WILLING TO SUBMIT ALL INFORMATION COMPANY REQUIRES FOR A BACKGROUND CHECK TO BE PERFORMED BY A THIRD PARTY PROVIDER, AND YOU CONSENT TO COMPANY PERFORMING ANY SUCH BACKGROUND CHECK SHOULD IT CHOOSE TO DO SO.
- iii. **RIGHT TO WORK.** YOU HAVE THE LEGAL RIGHT TO WORK IN THE UNITED STATES.

IF REQUESTED BY COMPANY, YOU AGREE TO PROVIDE COMPANY WITH IDENTIFICATION DOCUMENTS (INCLUDING COPIES OF PASSPORTS AND DRIVERS’ LICENSES) OR OTHER INFORMATION AS MAY BE NEEDED OR REQUESTED BY COMPANY.

## **LIMITATIONS OF OBLIGATIONS AND RESPONSIBILITIES OF COMPANY**

WE ARE NOT A REFERRAL, MATCHING OR PLACEMENT SERVICE. WE DO NOT PROVIDE, REFER, PLACE, OFFER OR SEEK TO OBTAIN EMPLOYMENT OR ENGAGEMENTS FOR ANY OF THE USERS OF THE WEBSITE OR THE APP.

WE HAVE NO OBLIGATION TO SCREEN OR VERIFY THE IDENTITY OR BACKGROUND OF ANY USER OF THE WEBSITE OR THE APP. WE DO NOT SCREEN OR VERIFY THE TRAINING OR EXPERIENCE OF ANY USER OF THE WEBSITE OR THE APP OR ANY CONTENT SUBMITTED BY A USER OR ANYONE OTHER THAN COMPANY (“**USER CONTENT**”), INCLUDING BUT NOT LIMITED TO, PROFILES AND REVIEWS. WE HAVE NO CONTROL OVER THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF PROFILES OF OUR USERS, REVIEWS, BACKGROUND CHECK INFORMATION, AFFILIATIONS OR OTHER USER CONTENT SUBMITTED ON THE WEBSITE OR THE APP AND MAKE NO REPRESENTATIONS ABOUT ANY SUCH USER CONTENT ON THE WEBSITE OR THE APP. WE MAKE NO FURTHER REPRESENTATIONS ABOUT THE BABYSITTERS OR INDIVIDUALS SEEKING BABYSITTING SERVICES (“**GUARDIANS**”). YOU SHOULD MAKE YOUR OWN ASSESSMENTS OF THE PERSONS YOU DECIDE TO INTERACT WITH, ENGAGE, PROVIDE SERVICES TO OR RECEIVE SERVICES FROM.

WE HAVE NO OBLIGATION TO CONDUCT BACKGROUND OR VERIFICATION CHECKS ON BABYSITTERS OR GUARDIANS. HOWEVER, WITH RESPECT TO BABYSITTERS, WE DO RESERVE THE RIGHT TO CONDUCT SUCH CHECKS OR VERIFY YOUR ACCOUNT OR REGISTRATION INFORMATION AND THE REPRESENTATIONS AND WARRANTIES YOU HAVE MADE, WHICH MAY INCLUDE, WITHOUT LIMITATION, 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.

WE ARE NOT INVOLVED IN THE TRANSACTIONS BETWEEN BABYSITTERS AND GUARDIANS. USERS OF THE WEBSITE AND THE APP ARRANGE FOR THE SERVICES SOLELY BETWEEN THEMSELVES, AND COMPANY IS NOT PARTY TO ANY OF THOSE SERVICE ARRANGEMENTS. WE DO NOT HAVE CONTROL, SUPERVISE OR PROVIDE ANY TRAINING OR EQUIPMENT TO BABYSITTERS, AND WE HAVE NO CONTROL OVER THE QUALITY, TIMING, LEGALITY, FAILURE TO PROVIDE, OR ANY OTHER ASPECT WHATSOEVER OF THE SERVICES PROVIDED BY BABYSITTERS. AS SET FORTH BELOW, YOU AGREE TO RELEASE COMPANY FROM ANY CLAIMS OR LIABILITY THAT MAY ARISE FROM ANY DISPUTES BETWEEN YOU AND OTHER USERS OF THE WEBSITE AND THE APP.

### **TAX IMPLICATIONS**

WE ARE NOT AN EMPLOYMENT SERVICE AND WE DO NOT SERVE AS AN EMPLOYER OF ANY BABYSITTER. AS SUCH, BABYSITTERS AND GUARDIANS ARE SOLELY RESPONSIBLE (AND COMPANY IS NOT RESPONSIBLE) FOR ANY TAX, WITHHOLDING OR REPORTING, INCLUDING, BUT NOT LIMITED TO, UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, SOCIAL SECURITY OR PAYROLL WITHHOLDING TAX OR INCOME REPORTING IN CONNECTION WITH ANY SERVICES PROVIDED BY BABYSITTERS. YOU UNDERSTAND AND AGREE THAT IF COMPANY IS FOUND TO BE LIABLE FOR ANY TAX, WITHHOLDING TAX OR REPORTING OBLIGATION IN CONNECTION WITH ANY SERVICES PROVIDED OR RECEIVED BY YOU, THEN YOU WILL IMMEDIATELY REIMBURSE AND INDEMNIFY COMPANY FOR ALL COSTS, EXPENSES AND LIABILITIES (INCLUDING ANY INTEREST AND PENALTIES) RELATING TO THE SAME.

### **Intellectual Property Rights**

The Website, the App and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), except for User Contributions (which are licensed to Company pursuant to the *User Contributions* section below), are owned by Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. With respect to the App and subject to these Terms of Use, Company grants you a limited, non-exclusive and nontransferable license to: (i) download, install and use the App for your personal, non-commercial use on a single mobile device owned or otherwise controlled by you (“Mobile Device”) strictly in accordance with these Terms of Use and any end user license agreement or other agreement related to the Mobile Device or applications on or accessible through the Mobile Device between you and any third party; and (ii) access, download and use on such Mobile Device the content and services made available in or otherwise accessible through the App, strictly in accordance with these Terms of Use and any end user license agreement or other agreement related to the Mobile Device or applications on or accessible through the Mobile Device between you and any third party.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on the Website or the App, except as follows:

- Your computer or Mobile Device may temporarily store copies of such materials in RAM or similar format incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from the Website or the App.
- Modify, translate, adapt, or otherwise create derivative works or improvements of the App.
- Reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Website, the App or any part thereof.
- Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website, the App or your Mobile Device in breach of the Terms of Use, your right to use the Website or the App will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or the App or any content on the Website or the App is transferred to you, and all rights not expressly granted are reserved by Company. Any use of the Website or the App not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

### **Trademarks**

The Company name, the terms “Wyndy”, “My Wyndys”, the Company logo and all related names, logos, product and service names, designs and slogans are trademarks of Company or its affiliates or licensors. You must not use such marks without the prior written permission of Company. All other names, logos, product and service names, designs and slogans on the Website or the App are the trademarks of their respective owners.

### **Prohibited Uses**

You may use the Website and the App only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website or the App:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with the Content Standards set out in these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter” or “spam” or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website or the App, or which, as determined by us, may harm Company or users of the Website or the App or expose them to liability.

Additionally, you agree not to:

- Use the Website or the App in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or the App, including their ability to engage in real time activities through the Website or the App.
- Use any robot, spider or other automatic device, process or means to access the Website or the App for any purpose, including monitoring or copying any of the material on the Website or the App.
- Use any manual process to monitor or copy any of the material on the Website or the App or for any other unauthorized purpose without our prior written consent.
- Use any device, software or routine that interferes with the proper working of the Website or the App.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website or the App, the server on which the Website or the App is stored, or any server, computer or database connected to the Website or the App.
- Attack the Website or the App via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website or the App.

### **Illegal, Fraudulent or Illegitimate Behavior**

Illegal, fraudulent or illegitimate behavior undermines the trust on which Company's platform is based, and Company will seek to enforce its rights to the fullest extent of the law or in equity. In addition to any other rights and remedies available to Company by law or equity, Company may suspend or deactivate any account(s) associated with this type of illegal or illegitimate activity, including without limitation fraud, abusing promotions, collusion between Babysitters and Guardians (either for purposes of (i) circumventing or attempting to circumvent the obligation to pay fees related to Company's provision of services (ii) circumventing or attempting to circumvent Company's messaging tools or platform; or (iii) establishing a contact or continuing a relationship with a Babysitter and/or Guardian where such contact or relationship was established primarily through the Website or the App for purposes of any of the foregoing), disputing service charges or fees for fraudulent or illegitimate reasons. Notwithstanding the foregoing, nothing in these Terms of Use shall be interpreted to

prevent Babysitters and Guardians from communicating offline or off the Website or the App for legal and otherwise legitimate purposes.

### **User Contributions**

The Website or the App may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards and other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, “**post**”) content or materials (collectively, “**User Contributions**”) on or through the Website or the App.

All User Contributions must comply with the *Content Standards* set out in these Terms of Use.

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website or the App, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Company, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness.

We are not responsible, or liable to any third party, for the content or accuracy of any User Contributions posted by you or any other user of the Website or the App.

### **Monitoring and Enforcement; Termination**

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including the Content



Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website, the App or the public or could create liability for Company.

- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or the App.
- Terminate or suspend your access to all or part of the Website or the App for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website or the App. YOU WAIVE AND HOLD HARMLESS COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website or the App, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

### **Content Standards**

These content standards apply to any and all User Contributions and use of Interactive Services. User Contributions must in their entirety comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.

- Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.
- Be false or likely to deceive any person.
- Promote any illegal activity, or advocate, promote or assist any unlawful act.
- Cause annoyance, inconvenience or needless anxiety or be likely to upset, embarrass, alarm or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

### **Copyright Infringement**

If you believe that any User Contributions violate your copyright, please contact us at [support@wyndy.com](mailto:support@wyndy.com) for instructions on sending us a notice of copyright infringement. It is the policy of Company to terminate the user accounts of repeat infringers.

### **Reliance on Information Posted**

The information presented on or through the Website or the App is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website or the App, or by anyone who may be informed of any of its contents.

This Website or the App may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion

of Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

### **Changes to the Website or the App**

We may update the content on the Website or the App from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website or the App may be out of date at any given time, and we are under no obligation to update such material.

### **Information About You and Your Visits to the Website or the App**

All information we collect on the Website or the App is subject to our Privacy Policy. By using the Website or the App, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

### **Other Terms and Conditions**

Company offers an online payment service to facilitate payments from Guardians to Babysitters, and you understand that use of the Website or the App may result in payments by you for the services you may receive from a Babysitter as well as Company (“Charges”). Once a Guardian and a Babysitter have scheduled babysitting services through their use of the Website or the App and the Guardian has confirmed that they have received the babysitting services from Babysitter, Company will facilitate payment of the applicable Charges on behalf of the Babysitter, as such Babysitter’s limited payment collection agent. Any Charges incurred by Guardians are due immediately and payment will be facilitated by Company using the credit card information provided by you to Company. Company will send you a receipt by e-mail.

Company uses Braintree, a division of PayPal, Inc. (“Braintree”) for payment processing. In order for you to use Braintree’s payment processing services, you must read and agree to the Commercial Entity User Agreement (CEA) available at <https://www.braintreepayments.com/legal/cea-wells> and the Payment Services Agreement available at <https://www.braintreepayments.com/legal/gateway-agreement>. By accepting this Agreement, you agree: (a) that you have downloaded or printed the CEA, and (b) that you have reviewed and agree to the CEA. If you have questions regarding the CEA or the PSA, please contact Braintree at 877.434.2894.

In consideration for the services provided by Company, all Charges include a service fee and you agree to pay Company the applicable service fees then in effect (“Service Fees”). Service Fees may include a portion attributable to the Babysitter as well as the Guardian. For example, Company may charge a portion of the Service Fee to the Guardian in addition to the amounts charged by a Babysitter for the babysitting services, and Company may also charge a portion of the Service Fee to the Babysitter, which may be deducted from the payment from the Guardian to the Babysitter facilitated by Company.

Additional terms and conditions may also apply to specific portions, services or features of the Website or the App. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

### **Refund Policy**

All Charges and Service Fees are final, nontransferable and nonrefundable; provided, however, Company may correct clerical errors related to any Charges or Service Fees by providing notice by email and a reasonable opportunity for you to object to the correction. Clerical errors include without limitation minor mistakes or unintentional or duplicate Charges or Service Fees.

### **Linking to the Website or the App and Social Media Features**

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

The Website or the App may provide certain social media features that enable you to:

- Link from your own or certain third-party websites to certain content on the Website or the App.
- Send e-mails or other communications with certain content, or links to certain content, on the Website or the App.
- Cause limited portions of content on the Website or the App to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or the App or portions of it to be displayed, or appear to be displayed by, for example, framing, deep linking or in-line linking, on any other site.
- Link to any part of the Website or the App other than the homepage.
- Otherwise take any action with respect to the materials on the Website or the App that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to cease. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

### **Links from the Website or the App**

If the Website or the App contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to the Website or the App, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

### **Text Messaging and Phone Calls**

By providing Company with your phone number and using the services made available by the Website or the App, you affirmatively consent to receiving communications, either via phone calls or text messages, from Company. Company does not charge for sending text messages, but your carrier may charge you. Users of the App may have the option to receive push notification alerts from Company. If push notification alerts are available, you will be given an option to consent to receiving them after you download the App. You may also adjust your push notification settings after you have downloaded the App in your mobile device settings.

### **Geographic Restrictions**

The owner of the Website and the App is based in the state of Alabama in the United States. We provide the Website and the App for use only by persons located in the United States. We make no claims that the Website or the App or any of its content is accessible or appropriate outside of the United States. Access to the Website or the App may not be legal by certain persons or in certain countries. If you access the Website or the App from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

### **Disclaimer of Warranties**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet, the Website or the App will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and

checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Website and the App for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE APP OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE OR THE APP, THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE APP IS AT YOUR OWN RISK. THE WEBSITE, THE APP, AND THEIR CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE APP ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE, THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE APP. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, THE APP, THEIR CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE APP WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE, THE APP OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE, THE APP OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THE APP WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

**Limitation on Liability**

IN NO EVENT WILL COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE

LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, THE APP, ANY WEBSITES LINKED TO EITHER THE WEBSITE OR THE APP, ANY CONTENT ON THE WEBSITE, THE APP, OR SUCH OTHER WEBSITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE, THE APP, OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **Indemnification**

You agree to defend, indemnify and hold harmless Company, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website or the App, including, but not limited to, your User Contributions, any use of the Website's or the App's content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website or the App.

YOU AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS COMPANY, ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL 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 (A) ANY SERVICES ARRANGED BETWEEN A GUARDIAN AND BABYSITTER THROUGH THE USE OR ACCESS TO THE WEBSITE OR THE APP; (B) ANY CLAIM OR DISPUTE THAT MAY ARISE BETWEEN YOU AND ANY OTHER USER, GUARDIAN, OR BABYSITTER; AND (C) REVIEWS OR COMMENTS MADE ABOUT YOU ON THE WEBSITE OR THE APP BY OTHER USERS.

### **Governing Law and Jurisdiction**

Except as set forth in the *Disputes; Mandatory Arbitration and Class Action Waiver* Section immediately below, all matters relating to the Website or the App and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction).

**Disputes; Mandatory Arbitration and Class Action Waiver**

By accessing or using the Website or downloading or using the App and/or agreeing to these Terms of Use when they are presented to you, Company may require you to submit any disputes arising from the use of these Terms of Use, the Website or the App, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration applying Alabama law, with the following exceptions:

- you may assert claims in small claims court if your claims apply; and
- in the event that the arbitration agreement in these Terms of Use is for any reason held to be unenforceable, any litigation against Company (except for small-claims court actions) may be commenced only in a federal or state court located within Jefferson County, Alabama, and we both consent to the jurisdiction of those courts for such purposes. **YOU WAIVE ANY AND ALL OBJECTIONS TO THE EXERCISE OF JURISDICTION OVER YOU BY SUCH COURTS AND TO VENUE IN SUCH COURTS.**

The arbitration agreement in these Terms of Use is governed by the AAA Commercial Arbitration Rules and Mediation Procedures (the “**AAA Rules**”), including its procedural provisions, in all respects. This means that the AAA Rules govern, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted and will survive termination of these Terms of Use. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this arbitration agreement, including, but not limited to any claim that all or any part of this arbitration agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same compensatory damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms of Use as a court would.



To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: 1500 1st Avenue North, Unit 20, Birmingham, AL 35203. The arbitration will be conducted by an arbitrator mutually agreed to by the parties under the AAA Rules or, if applicable, any applicable supplemental rules. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. In no event will we pay for attorneys' fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.** If this specific provision is found to be unenforceable, then the entirety of this arbitration section (except for your consent to venue in Jefferson County, AL) will be null and void and neither of us will be entitled to arbitrate our dispute.

Our rights and obligations under this arbitration provision shall inure to the benefit of the consumer reporting agency regardless of whether the consumer reporting agency is named as a co-defendant with us or named individually in a claim that would otherwise be subject to this arbitration provision if brought against us.

#### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE WEBSITE, OR THE APP MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

#### **Waiver and Severability**

No waiver of by Company of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

#### **Entire Agreement**

The Terms of Use, our Privacy Policy and any other terms and conditions expressly incorporated herein or therein by reference constitute the sole and entire agreement between you and Company with respect to the Website or the App and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website or the App.

**Your Comments and Concerns**

The Website is operated by Wyndy, LLC, 1500 1st Avenue North, Unit 20, Birmingham, AL 35203.

All other feedback, comments, requests for technical support and other communications relating to the Website should be directed to: [support@wyndy.com](mailto:support@wyndy.com).