

TERMS OF USE FOR CLIENTS

These Terms of Use for Clients (this “Agreement”) set forth the terms and conditions under which individuals residing in Florida may use the Smartsitter.io website and its Applications (as defined below) to select and hire Providers (as defined below) for the provision of Services (as defined below). This Agreement is effective upon your affirmative acceptance of these terms and conditions or by your continued use of the website and/or Applications. This Agreement sets forth the terms and conditions between JAX SITTER, LLC., a Florida limited liability company (the “Company”), and you, the user of this website and/or mobile application (“Client”). The Company and the Client may be hereinafter referred to collectively as the “parties” or individually as a “party.”

By doing any of the following (i) clicking the [accept/submit] button, (ii) booking Services or hiring a Provider through the Applications, (iii) making a payment to Company, or (iv) making any other manifestation of your assent, Client hereby agrees to be bound by all of the following terms and conditions set forth in this Agreement, as if signing this Agreement in person.

1. **Access.** Company is a lead generation entity that provides access (“Access”) to proprietary information technology applications (“Applications”), including but not limited to, a website and mobile application, which permit Clients to obtain leads to locate and engage in relationships with independent providers (“Providers”) who can provide certain babysitting, child care, tutoring, pet care, and other general services (“Services”). The Access provided herein includes use of the Company’s Applications, through which Client may locate and interact with Providers for the purpose of hiring Providers to provide Services (each such engagement, an “Engagement”). The Company may add or remove access to certain Providers or Services at any time and in its sole discretion. In consideration for the Access, Client shall pay to the Company an annual subscription fee of ninety-nine dollars (\$99) (the “Registration Fee”), and any applicable access and/or scheduling fees as set forth on the Company’s Applications (“Scheduling Fees,” together with the Registration Fee, “Company Fees”).
2. **Relationship with Providers.** Client acknowledges and agrees that it shall have a direct relationship with Provider relating to the provision of Services. Any amounts owed to Providers, including but not limited to hourly fees, mileage fees, and cancellation fees (collectively, the “Provider Fees”), shall be paid directly to Providers. After payment of the Registration Fee to the Company, and so long as Client satisfies the Client obligations hereunder, Client will have Access at Client’s

convenience and shall be free to utilize the leads provided by Company's Applications as little or as often as Client would like.

3. **Client Obligations.** As additional consideration for, and as a necessary condition to, the Company's provision of Access, Client covenants and agrees to the following:
- a. If, after an Engagement has been scheduled through the Company or the Applications, Client requires any changes or modifications to the terms of such Engagement, including the date starting time or length of such Engagement, Client must use the Applications or contact the Company, rather than the Provider, to request such changes.
 - b. If, after the conclusion of an Engagement, Client has any inquiries regarding such Engagement, Client shall contact the Company, rather than the Provider, to make such inquiries.
 - c. If, during an Engagement, a Client anticipates requiring Services in excess of those scheduled, Client shall contact the Company to request such additional Services. Notwithstanding the foregoing, the Company is under no obligation to find a Provider to satisfy such request and Provider is under no obligation to satisfy such request.
 - d. Client's failure to terminate an Engagement at the originally scheduled end time operates as the Client's express authorization for a Provider to make reasonable alternative arrangements in the Provider's sole discretion relating to provision of Services beyond the scheduled Engagement time.
 - e. Client agrees and acknowledges that Client's access to Provider is limited to the length of the Engagement and that Client, and Client's family members or other affiliates, shall not, directly or indirectly, independently contact a Provider outside of an Engagement for any reason; it being expressly understood that any desired contact with a Provider shall be made exclusively through the Company's Applications or the Company. Client further agrees that Provider shall have no obligation to respond to any request outside of an Engagement.
 - f. Client, and Client's family members or other affiliates, shall not, directly or indirectly, contact, connect with, follow, or communicate with a Provider using any form of social media; it being expressly understood that any desired contact with a Provider shall be made exclusively through the Company. Client acknowledges that the Company has no control over a Provider's social media accounts and is not responsible for any material posted on any Provider's social media account.
 - g. Client authorizes the Company to conduct a background check on Client, and the Company may deny provision of Access based on the results of such background check, in the Company's sole discretion.
 - h. Client authorizes the Company and Providers to contact, or otherwise respond to requests from, local law enforcement or other emergency service providers

in their reasonable judgment and discretion.

- i. *Client agrees to provide a clean home environment that does not deter the Provider's ability to provide Services.*

4. **Confidentiality, Non-Competition, and Non-Solicitation.** *The Client acknowledges and agrees that the Company has invested great time, effort, and expense in its business and reputation, and that as a natural consequence of doing business with the Company, the Client may become familiar with Company's non-public, proprietary, and confidential information, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" ("**Confidential Information**"). Confidential Information includes but is not limited to the Company's business operations, Provider information, including but not limited to Providers' names and contact information, customer information, and pricing, discount, or rebate information. Client covenants and agrees that Client will not (i) disclose or use any Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement ("**Non-Disclosure**"); (ii) own, operate, or manage either directly or indirectly an entity that competes with the Company in its line of business within the state of Florida ("**Non-Competition**"); nor (iii) solicit, hire, use, or otherwise engage directly or indirectly for the provision of similar Services, any Provider who Client became aware of or utilized for the provision of Services using the Access or Applications provided by the Company, to provide Services anywhere within the state of Florida without use of the Company's Applications ("**Non-Solicitation**"). The Non-Competition and Non-Solicitation covenants hereunder shall survive for a period of nine (9) months after termination of this Agreement. The Non-Disclosure covenant shall survive termination of this Agreement indefinitely. Both parties acknowledge and agree that a violation of this section 4 by the Client will cause irreparable harm and financial loss to the Company. For any violation of this section 4 by the Client, the Company shall be entitled to injunctive relief and/or any other remedies available to the Company at law or in equity.*

The parties also agree that if for any reason the area or time restrictions set forth above, or either one of them, are too broad so as to be unenforceable by law, then they shall be reduced to such area or time as shall be legally enforceable. If it is judicially determined that this agreement not to compete, or any portion thereof, is illegal or offensive under any applicable law (statute, common law, or otherwise), then it is hereby agreed by Client and the Company that the Agreement shall be judicially modified to the minimum extent possible to render the Agreement enforceable in full force and effect to the full extent permitted by law. By this agreement, the parties intend to have this agreement not to compete to be in full force and effect to the greatest extent permitted.

5. **Enforcement.** *The covenants contained in this Agreement shall be construed as independent of any other provisions or covenants, and the existence of any claim or cause of action of the Client against the Company (whether predicated on this Agreement or otherwise), as well as the actions of Company with respect to enforcement of similar restrictions as to other Clients, shall not constitute a defense to the enforcement by the Company of such covenants. Any specific remedy set forth in this Agreement, legal, equitable or otherwise, shall not be exclusive but shall be cumulative upon all other remedies allowed or allowable by this Agreement or by law.*

The failure of the Company to enforce any of the provisions of this Agreement, or the provisions of any agreement with any other client, shall not constitute a waiver or limit any of the Company's rights under this Agreement. Client acknowledges and agrees that he or she may not rely on Company's election not to pursue legal action against another client as any indication regarding the Company's election or ability to enforce any provision of this Agreement.

6. **Termination.** *The Company may terminate this Agreement and Client's access to the Company's website and Applications at any time for any reason, including but not limited to, Client's breach of this Agreement, or Client's breach of the Company's policies and procedures. In the event the Company decides to terminate this Agreement the Company agrees to provide written notice to the Client. In the event of such termination, Client shall forfeit and disclaim and hereby forfeits and forever disclaims reimbursement of any Company Fees.*

7. **Disclaimers and Acknowledgements.**

- a. **Disclaimer of Warranty.** *All Providers are classified for employment law purposes as independent contractors of Client, and as such, the Company makes no warranty, express or implied, as to any Provider's ability to perform to the full satisfaction of any individual Client. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.*
- b. **Taxes.** *Client acknowledges that the Company assumes no responsibility for satisfaction of any tax obligations or liabilities related to the Client's payment of Provider Fees, and that such obligations and liabilities are the exclusive responsibility of Client and Providers.*
- c. **FSA or HSA Reimbursement.** *Client acknowledges that the Company does not have and cannot provide any information regarding Client's payment of Provider Fees, including but not limited to receipts and tax identification information as may be required for submission of a request for reimbursement of such Provider Fees from a Flexible Spending Account or Health Savings Account for Dependent Care. Client further acknowledges that Providers are*

under no obligation to provide such information to Client, and that Client is not permitted to contact Providers outside of an Engagement to request such information. The Company may provide, however, upon written request from Client, information regarding Client's payment of Company Fees.

- d. *In the event that this Agreement expires, or is terminated by either party, no portion of any payment of any kind whatsoever previously made by Client shall be owed or be repayable or refunded to Client.*

Credits are applicable only toward future Company Fees and are not convertible into cash or any type of refund. Notices of the non-refundable status are provided on the public website located at stlsitter.com.

8. **No Warranties**. THE COMPANY MAKES NO WARRANTIES, AND NO WARRANTIES SHALL BE IMPLIED, CONCERNING THE COMPANY'S WEBSITE OR APPLICATIONS OR CLIENT'S ACCESS TO SAME, NOR CONCERNING ANY PROVIDER OR SERVICES, NOR CONCERNING THE LEADS OR OPPORTUNITIES THAT MAY BE GIVEN TO CLIENT BY USING THE COMPANY'S WEBSITE OR APPLICATIONS, NOR OTHERWISE. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY DISCLAIMED.
9. **Release and Limitation of Liability**. *Client hereby acknowledges that the Company does not control the manner of, and is not in any way responsible for, any Provider's provision of Services to Client. Further, Client assumes all risk of and FULL RESPONSIBILITY for any damage to person or property arising from or relating in any way to any Provider's provision of Services to Client or to any member of Client's family or household. Client, for itself and its heirs, assigns, insurers, personal representatives and other agents, unconditionally releases the Company and each of the Company's officers, members, managers, employees, agents, parents, subsidiaries or other affiliates ("Releasees") from, and covenants not to sue any of the Releasees on or with respect to, any and all claims or liability of any kind or nature, including but not limited to loss, damage, injury, death or destruction of or to any person or property, arising from or relating in any way to the Access provided hereunder, Client's use of the Company's Applications, or any Provider's provision of Services to Client or to any member of Client's family or household, regardless of whether such claim or liability is a result of the negligence of any of the Releasees, and regardless of whether such claim or liability sounds in tort, contract, statutory or strict liability, or otherwise. In no event shall the Company be liable to Client or any third party for any loss of use, revenue, or profit, or loss of data or diminution in value, or for any consequential, incidental, indirect, exemplary, special or punitive damages, whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not the Company has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose. In no event shall*

the Company's aggregate liability arising out of or relating in any way to this Agreement, whether arising out of or relating to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of Company Fees paid to the Company by Client in accordance with this Agreement.

10. **Indemnification.** *Client shall indemnify the Company and each of the Company's owners, members, managers, officers, directors, employees, agents, and attorneys (collectively, "Indemnified Persons") and hold the Indemnified Persons harmless from and against any and all claims and alleged liabilities arising from or relating in any way to Client's breach or default under any provision of this Agreement, any Provider's provision of Services to Client or to any member of Client's family or household, Client's negligence or intentional action or inaction, or the negligence or intentional action or inaction of any Provider or any person or entity, other than the Indemnified Persons, along with all costs, attorney's fees and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding is brought against any of the Indemnified Persons on or by reason of any such claim, then upon written demand from one or more of the affected Indemnified Persons, Client shall immediately defend the same, at Client's sole expense, through counsel approved by the Indemnified Persons, or the Indemnified Persons may, at the Indemnified Persons' sole option, elect to secure their own defense of any such claim and charge all costs of such defense, including, but not limited to, attorney's fees, to Client.*
11. **Severability.** *In the event any provision of this Agreement is held or ruled invalid, illegal, or unenforceable, such provision shall, to the fullest extent possible, be modified to be valid, legal, and enforceable and to express the intent of the parties; and the other provisions of this Agreement shall not be affected and shall remain valid and enforceable.*
12. **Assignment.** *Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement. The Company may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Client's prior written consent.*
13. **Successors and Assigns.** *This Agreement is binding on and ensures to the benefit of the parties to this Agreement and their respective heirs, successors and permitted assigns.*
14. **Relationship of the Parties.** *The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise,*

employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

15. **No Third-Party Beneficiaries.** *This Agreement benefits solely the parties to this Agreement and their respective heirs, successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.*
16. **Governing Law.** *The existence, interpretation, and construction of this Agreement, and any dispute between the parties arising from or relating in any way to this Agreement or the contents hereof, shall be determined and governed by the laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Florida.*
17. **Forum.** *Subject to Section 19 of this Agreement, the exclusive forum for any claim between the parties arising from or relating in any way to this Agreement or the relationship of the Company and Client must and shall be only the state court in Duval County, Florida, that has subject matter jurisdiction of the claim, regardless of whether the claim sounds in contract, tort, or statute, and regardless of whether legal and/or equitable remedies are at issue. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of such court and waives any and all objections thereto.*
18. **Waiver of Jury Trial.** *THE COMPANY AND CLIENT EACH IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION BETWEEN OR AMONG THEM ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR THE RELATIONSHIP OF THE COMPANY AND CLIENT.*
19. **Arbitration.** *For purposes of this Section 19, "Dispute" means any claim or dispute, whether sounding in contract, tort, statute, or otherwise, between Client and the Company arising out of or relating in any way to this Agreement or the relationship of the Company and Client. "Dispute" includes any claim or dispute concerning the interpretation or scope of this Section 19. EITHER THE COMPANY OR CLIENT MAY ELECT TO HAVE ANY DISPUTE DECIDED BY ARBITRATION AND NOT IN OR BY ANY COURT. IF A DISPUTE IS ARBITRATED, THE PARTIES SHALL GIVE UP ANY RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER WITH RESPECT TO ANY CLASS CLAIM CLIENT MAY HAVE AGAINST THE COMPANY. ANY ARBITRATED DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO ARBITRATE A CLASS ACTION. Arbitration shall be conducted by the American Arbitration Association ("AAA") under the AAA's Consumer Arbitration Rules ("rules"). There shall be one arbitrator, who*

shall be selected in accordance with the rules. The arbitrator shall apply Florida's substantive law and statute of limitations. The arbitration shall be conducted in Jacksonville, Duval County, Florida. Each party shall be responsible for its own costs and attorney's fees, unless otherwise awarded by the arbitrator under applicable Florida law. The arbitrator's award shall be final and binding on the parties, subject to any right of appeal available under the Revised Florida Arbitration Code. A court of competent jurisdiction in Florida may enter judgment on the arbitrator's award. This Section 19 shall survive any termination of this Agreement.

20. **Entire Agreement.** *This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.*

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