

TERMS OF USE FOR PROVIDERS

These Terms of Use for Providers (this “Agreement”) set forth the terms and conditions under which individuals residing in Florida may use the SittingMadeSimple.com website and/or its Applications (as defined below) and provide Services (as defined below) through the Applications. 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 (“JAX Sitter”), and you, the user of this website and/or Applications (“Provider”). JAX Sitter and Provider may be hereinafter referred to collectively as the “parties” or individually as a “party.”

1. **Services.** JAX Sitter gives Provider lead generation opportunities to provide certain babysitting, child care, tutoring, pet care, and other general services in or around Jacksonville, Florida (“Services”) to third party individuals who are clients of JAX Sitter (“Clients”). JAX Sitter enables an authorized Provider to seek, receive and fulfill requests for the Services from an authorized Client. Provider is entering into this Agreement for the purposes of accessing and using the opportunities created by JAX Sitter to perform the Services.

2. **Capacity to Contract.** Provider hereby represents and warrants that they are eighteen years of age or older.

3. **License.** JAX Sitter hereby grants to Provider a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the Term of this Agreement, to use JAX Sitter’s website, applications and website applications (“Applications”) for the sole purpose of obtaining Clients for which Provider shall have the opportunity to provide Services. All rights not expressly granted to Provider are reserved by JAX Sitter.

4. **Independent Contractor Status.** The relationship between Provider and JAX Sitter is that of independent contractors. Nothing contained in this Agreement, or otherwise, shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, employee, partnership, joint venture, or of any association between JAX Sitter (or its owners, shareholders, directors, managers, officers, employees, agents, affiliates, subsidiaries, and potential business partners) and Provider. Provider acknowledges that Provider has no right, title, interest or claim in or to JAX Sitter, or the profits thereof. JAX Sitter does not have any right to control or direct the details, manner or means by which Provider performs the Services for Clients. Provider shall pay, and be solely responsible for, all of Provider’s own operating expenses. Provider shall have no authority to, and shall not, make any representations, warranties, or statements on behalf of JAX Sitter. Neither party hereto shall have

authority to bind the other to any agreement, debt or obligation, nor shall either be liable for the debts or obligations of the other. Provider agrees that JAX Sitter will not provide Provider with any benefits that may be provided to employees of JAX Sitter, and Provider agrees that Provider is not eligible for and shall not receive any such benefits under any set of circumstances. JAX Sitter will not procure, maintain, or withhold from payments made to Provider by Clients for any workers' compensation, unemployment compensation, disability coverage, and/or other taxes or amounts. All tax and other returns required by city, local, state, or federal laws or regulations with respect to the Services and Provider's other activities (including self-employment tax filings, if applicable), and all payments due thereon, and all licenses, registrations, permits, and the like and all fees or other payments or coverages required or due in connection therewith, including generally, but not limited to, income or other tax withholdings, Social Security, unemployment compensation, workers' compensation, disability coverage, FICA, and other taxes, shall be made, filed, paid, procured, and maintained by Provider. Provider represents that Provider will cooperate with JAX Sitter in all matters related to this Agreement, the Services and Provider's performance thereof, including but not limited to completing and returning any necessary forms required by JAX Sitter completely and accurately.

5. Payment for Services Provided. The parties agree that Provider is entitled to charge a fee for each instance where Services were performed by Provider to a Client obtained through use of JAX Sitter's services or Applications. JAX Sitter shall set a minimum fee for such Services rendered by the Provider through the Applications (the "Default Fee"). The Default Fee shall be paid by the Client directly to the Provider. The Default Fee may be paid through an electronic fee collecting application, service, or provider (e.g. PayPal, VenMO etc.) which may be linked on JAX Sitter' website and/or Applications. The parties acknowledge and agree that this does not constitute a collection of a fee by JAX Sitter on behalf of Provider, and in no instance shall JAX Sitter collect, nor be responsible for collecting, the Default Fee or any other compensation for Provider in connection with Services performed by the Provider. JAX Sitter shall notify Clients (i) of the Default Fee for Services performed by Provider, and (ii) that such Default Fee is to be charged by Provider in accordance with the information provided by JAX Sitter to the Client for each instance where the Services are performed. The parties agree that the Default Fee is created primarily as a default amount to be used in instances where Provider does not negotiate a different fee amount between Provider and JAX Sitter (a "Negotiated Fee"). JAX Sitter reserves the right to unilaterally adjust the Default Fee that a Provider charges for Services in JAX Sitter's sole discretion, based upon local market trends and/or other factors. JAX Sitter will provide Provider with notification of any adjustments to the Default Fee. Provider acknowledges and agrees that Client is

also required to pay additional fees directly to JAX Sitter relating to Client's access to JAX Sitter's website and/or Applications.

6. Non-Competition. Because Provider will be exposed to JAX Sitter's confidential information, will benefit from JAX Sitter's substantial relationships with its Clients and prospective clients, and will benefit from client goodwill associated with JAX Sitter's marketing and reputation in the Jacksonville, Florida, area: (i) while Provider is actively providing Services to Clients, Provider shall only do so through JAX Sitter's website and/or Applications and in compliance with this Agreement; and (ii) for a period of twelve (12) months after Provider discontinues the provision of Services to one or more Clients through JAX Sitter's website and/or Applications (the "Restricted Period"), Provider shall not perform any Services (whether as employee, employer, independent contractor, consultant, or otherwise) for any Client of JAX Sitter with whom Provider has worked or for whom Provider has performed any Services, nor shall Provider perform any similar services for or through any competitor of JAX Sitter which involves any work for any Client to whom Provider had access or for whom Provider performed Services through JAX Sitter's website and/or Applications.

In addition, Provider shall not during the Restricted Period: (iii) induce or attempt to induce any Client to leave JAX Sitter or to commence the purchase of competitive products or services from a third party; (iv) make use of or interfere with substantial relationships JAX Sitter has with Clients or prospective clients; or (v) attempt to make use of or to misappropriate any goodwill of JAX Sitter.

Provider acknowledges and agrees that any breach or threatened breach of any of Provider's obligations under this Section 6 will render JAX Sitter's remedy at law inadequate and cause irreparable harm to JAX Sitter, entitling JAX Sitter to equitable relief to protect its interests, including, without limitation, preliminary and permanent injunctive relief, in addition to any other remedies available to JAX Sitter, either at law or in equity.

Provider agrees and acknowledges that the duration and scope of the covenants contained in this Section 6 are fair, reasonable, and necessary in order to protect the legitimate interests of JAX Sitter, that adequate consideration has been received by Provider for such obligations, and that Provider will be reasonably able to earn a living without violating the terms of this Section 6. If, however, for any reason any court determines that the restrictions in this Section 6 are not reasonable or that such consideration is inadequate, such restrictions shall be interpreted, modified, or rewritten to include as much of the duration, scope, and geographic area identified in this Section 6 as will render such restrictions valid and enforceable.

7. Provider Obligations. Provider acknowledges and agrees that Provider shall provide JAX Sitter with times when Provider is available to provide Services to Clients (a

“Schedule”). Provider agrees that JAX Sitter will use the Schedule provided by Provider to create leads and opportunities for Provider to provide Services to Clients. Provider agrees that Provider shall not alter availability less than 24 hours in advance of time the Provider indicated was available.

Provider agrees to adhere to JAX Sitter Company policies and procedures (see Appendix A).

8. Background Information/Certifications. Provider agrees to provide JAX Sitter with any and all requested background information and certifications as required by JAX Sitter. Provider understands and agrees that failure to provide said background information and/or certifications will result in termination of this Agreement and termination of Provider’s access to and use of JAX Sitter’s website and Applications. JAX Sitter reserves the right to periodically request new background information and/or certification information from Provider and if Provider fails to provide same, JAX Sitter shall be permitted to immediately terminate this Agreement and Provider’s access to and use of JAX Sitter’s website and Applications. Provider understands and agrees that it is Provider’s responsibility to advise JAX Sitter of any civil judgment and any criminal charge or conviction, with the exception of minor traffic violations, imposed against Provider by a court of law immediately after charge is filed and/or such judgment is imposed. Provider also agrees that failure to do so may result in termination of this Agreement and its access to leads to provide Services from JAX Sitter and its website and Applications. In addition, Provider agrees to provide JAX Sitter with a copy of Provider’s current driver’s license, proof of automobile insurance coverage and shall notify JAX Sitter of any changes to Provider’s driving privileges, including, without limitation, loss of or suspension of driving privileges or changes in automobile insurance or other insurance coverage.

9. Confidentiality and Ownership of Referral Information. Provider acknowledges and agrees that: (i) JAX Sitter has invested substantial time and resources in recruiting and screening individuals who may provide Services to Clients; and (ii) that the name and identity of each such individual and of each JAX Sitter’ Client is confidential information and the sole property of JAX Sitter. Provider agrees not to use such confidential information for any purpose whatsoever. Upon request, Provider shall promptly return all confidential information to JAX Sitter.

10. Entire Agreement/Amendment. This Agreement is the entire agreement between the parties and supersedes all prior agreements, oral or written, relating to its subject matter. No provision in this Agreement may be modified or amended except by a written Agreement signed by the Provider and an authorized officer of JAX Sitter. No representations, warranties, or agreements have been made by or on behalf of JAX

Sitter in connection with this Agreement, other than those that are expressly set forth in this Agreement, and all prior statements, representations, warranties, and agreements of JAX Sitter are totally superseded and merged into this Agreement.

11. 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.

12. Choice of Forum. The exclusive forum for any claim between the parties arising from or relating in any way to this Agreement or the relationship of JAX Sitter and Provider 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.

13. WAIVER OF JURY TRIAL. JAX SITTER AND PROVIDER 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 JAX SITTER AND PROVIDER.

14. Arbitration. For purposes of this Section 14, "Dispute" means any claim or dispute, whether sounding in contract, tort, statute, or otherwise, between Provider and JAX Sitter arising out of or relating in any way to this Agreement or the relationship of JAX Sitter and Provider. "Dispute" includes any claim or dispute concerning the interpretation or scope of this Section 14. EITHER JAX SITTER OR PROVIDER 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 PROVIDER MAY HAVE AGAINST JAX SITTER. ANY ARBITRATED DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ACTION. PROVIDER 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 Commercial 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 14 shall survive any termination of this Agreement.

15. 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. The existence and/or prosecution of any claim or cause of action by Provider against JAX Sitter, whether predicated upon this Agreement or otherwise, shall not constitute a defense or a set-off to the enforcement of any of the agreements, covenants or conditions of this Agreement.

16. Termination. This Agreement shall commence on the date accepted and shall continue until terminated as set forth herein. Either party may terminate this Agreement at any time, for any reason or for no reason, in that party's sole discretion.

17. Provider Relationship with Clients. Provider acknowledges and agrees that Provider's provision of Services to Clients creates a direct business relationship between Provider and the Client. STLJAX Sitter shall not be responsible or liable for the actions or inactions of a Client in relation to Provider or Provider's activities or the Services. Provider shall have sole responsibility for any and all obligations or liabilities that arise from Provider's provision of Services. Provider acknowledges and agrees that Provider is solely responsible for taking such precaution as may be reasonable and proper regarding any acts or omissions of a Client or third party.

18. Provider Relationship with JAX Sitter. Provider acknowledges and agrees that JAX Sitter's provision to Provider of leads to provide Services and access to Applications creates a direct business relationship between JAX Sitter and Provider. JAX Sitter does not, and shall not be deemed to, direct or control Provider generally or in Provider's performance of Services to Clients, or Provider's acts or omissions. Provider retains the sole right to determine Provider's Schedule and when Provider will be available to provide Services to Clients; provided, however, that Provider shall be available to provide Services at least ten (10) hours per month. Provider acknowledges and agrees that Provider has complete discretion to engage in other business or employment activities, subject to the limitations set forth in this Agreement.

19. No Third Party Beneficiaries. This Agreement is between the Provider and JAX Sitter only. No Clients are party to this Agreement, nor is JAX Sitter party to any agreements between Provider and any Client. This Agreement benefits solely JAX Sitter and Provider and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, confers on any Client, potential client, or other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. No Warranties. JAX SITTER MAKES NO WARRANTIES CONCERNING JAX SITTER'S WEBSITE OR APPLICATIONS, NOR CONCERNING ANY CLIENTS OR POTENTIAL CLIENTS, NOR CONCERNING THE LEADS OR OPPORTUNITIES THAT MAY BE GIVEN TO PROVIDER BY USING JAX SITTER'S WEBSITE OR APPLICATIONS, NOR OTHERWISE. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE HEREBY DISCLAIMED.

21. Limitation of Liability. Provider unconditionally releases JAX Sitter and JAX Sitter's officers, members, managers, employees and agents from any and all claim or liability arising from or relating in any way to Provider's provision of Services or other activities or the actions or inactions of any Client or potential client. In no event shall JAX Sitter be liable to Provider 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 JAX Sitter 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 JAX Sitter'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 paid to JAX Sitter by Clients for Services provided by Provider.

22. Indemnification. Provider shall indemnify JAX Sitter and each of JAX Sitter'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 Provider's breach or default under any provision of this Agreement, Provider's provision of Services, Provider's negligence or intentional action or inaction, or the negligence or intentional action or inaction of any Client 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, Provider shall immediately defend the same, at Provider's sole expense, through counsel approved by the Indemnified Persons, or the Indemnified Persons may, at the Indemnified Persons' sole option, elect to secure its/their own defense of any such claim and charge all costs of such defense, including, but not limited to, attorney's fees, to Provider.

23. Assignment. Provider shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Agreement, nor shall Provider cause or allow any other person or entity to provide Services to a Client on Provider's behalf or as a substitute for Provider. Any purported assignment, transfer, delegation, subcontract, or substitution in violation of this section shall be null and void. JAX Sitter may at any time assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement without Provider's prior written consent.

24. Successors and Assigns. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective heirs, successors, and permitted assigns.

By clicking the **[accept/submit]** button, Provider hereby agrees to be bound by all of the above terms and conditions set forth in this Agreement, as if signing this Agreement in person. Further, by utilizing any of the Applications or providing any Services to Clients, Provider agrees to the above terms and conditions set forth in this Agreement.