

# Little Lighthouse Nannies, LLC Terms of Use

Last Updated: October 10, 2022

**IMPORTANT NOTICE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AGREEMENT AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTION 13.**

These Terms of Use (the “Terms” or “Agreement”) set forth the terms and conditions under which individuals residing in the United States may use the Little Lighthouse Nannies, LLC Site and/or the Little Lighthouse Nannies, LLC Services (as defined below). Certain Little Lighthouse Nannies, LLC Services are subject to additional policies, rules and terms and conditions, which you may be required to agree to as a condition of using those Services (“Additional Terms”). In those cases, the applicable Additional Terms are set forth in the printed or online Service materials relating to those Services.

- **Please read these Terms and any applicable Additional Terms before using the Site or the Services. By using the Site or the Services, 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 Services (“Registered Users”).**
- **This Agreement contains an Agreement to Arbitrate, which will, with limited exception, require you to submit claims you have against Little Lighthouse Nannies, LLC to binding and final arbitration, unless you opt out of the Agreement to Arbitrate (see Section 13 “Agreement to Arbitrate”) no later than 30 days after the date you first use the Little Lighthouse Nannies, LLC Site or Services. Unless you opt out: (1) you will only be permitted to pursue claims against Little Lighthouse Nannies, LLC on an individual basis, not as a plaintiff or class member in any class or representative action or proceeding, and (2) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.**
- These Terms include the Little Lighthouse Nannies, LLC [Privacy Policy](#), which is incorporated herein. If you object to anything in these Terms, the Privacy Policy or any applicable Additional Terms, do not use the Site or the Services.
- These Terms are subject to change by Little Lighthouse Nannies, LLC at any time, subject to the following notification process. We will notify you about material changes in these Terms by sending a notice to the email address registered in your account, or by placing a prominent notice on our Site, so that you can choose whether to continue using our Services. Material changes will go into effect no less than 30 days after we notify you. Non-material changes or

clarifications will take effect immediately upon posting of the updated Terms on our Site. You should periodically check [www.Little Lighthouse Nannies, LLC/about/terms-of-use](http://www.LittleLighthouseNannies,LLC/about/terms-of-use) for updates. Any use of the Site or the Services by you after the effective date of any changes will constitute your acceptance of such changes. These Terms supersede all prior versions of the Terms.

For purposes of these Terms, and except to the extent expressly excluded below, the “Site” shall mean [www.Little Lighthouse Nannies, LLC](http://www.LittleLighthouseNannies,LLC) and any other websites, web pages, mobile applications and mobile websites operated by Little Lighthouse Nannies, LLC, Inc. (“Little Lighthouse Nannies, LLC” or “we”) in the United States, and the “Services” shall mean any of the various services that Little Lighthouse Nannies, LLC provides through the Site or any other channels, including without limitation, over the telephone. The “Site” and “Services” also include certain sites and services offered through Little Lighthouse Nannies, LLC’s subsidiary. However, the terms “Site” and “Services” do not include or involve the following:

- Websites, web pages, mobile applications and mobile websites (and services offered through such channels) operated by Little Lighthouse Nannies, LLC’s other subsidiaries, including without limitation Breedlove & Associates, LLC, which provides the Little Lighthouse Nannies, LLC HomePay service, and our international subsidiaries. The sites and services offered by such other subsidiaries are subject to separate terms to which users of such sites and services must separately agree and which can be found on their respective sites and/or service materials or within the relevant mobile applications.
- Websites, web pages, mobile applications, and mobile websites (and services offered through such channels) operated by Little Lighthouse Nannies, LLC which have separate terms of service that do not expressly incorporate these Terms by reference.
- Third-party entities such as child care centers, nanny agencies, tutoring centers, in-home care agencies and other corporate care providers that may use the Little Lighthouse Nannies, LLC Site or Services to market their services and/or recruit employees.

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## Description of Services; Limitations; User Responsibilities

### 1. 1.1 About Our Services

Little Lighthouse Nannies, LLC offers various Services to help its users find, coordinate, and maintain quality care. The Services we offer include, among others:

- We provide a platform for individuals seeking childcare services to post jobs on the Site, and to search for, narrow, find, and communicate with individuals and entities who provide care services (“Care Providers”), and for Care Providers to post profiles on the Site and browse, search, and apply to jobs. We also provide functionality that allows Care Seekers to search for and message other Care Seekers and Care Providers.
- We provide tools and information to help Care Seekers and Care Providers make more informed decisions, such as (i) our Member Resource Page <https://littlelighthousenannies.com/resources/> (opens in a new tab) which includes a safety guide and safety resources.
- We provide an online community for Registered Users to communicate and share information with other Registered Users who share a common interest or bond.
- We offer through Stripe, Inc., (“Stripe”), a third party, a service that facilitates the payment of Care Providers by Care Seekers via credit card or debit card. These payment processing services are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the “Stripe Services Agreement”). By agreeing to these Terms, Care Providers that use the payment service also agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Little Lighthouse Nannies, LLC enabling payment processing services through Stripe, you agree to provide Little Lighthouse Nannies, LLC accurate and complete information about you, and you

authorize Little Lighthouse Nannies, LLC to share it and transaction information related to your use of the payment processing services provided by Stripe. Little Lighthouse Nannies, LLC assumes no liability or responsibility for any payments you may make through this service, and all such payments are non-refundable.

- We offer, as part of the functionality contained in one or more of our mobile applications, the ability for Care Seekers and Care Providers to exchange information and conduct interviews via live video streams. This feature is powered by technology (the “OpenTok Platform”) licensed to us by TokBox, Inc., a third party independent of Little Lighthouse Nannies, LLC. Care Seekers and Care Providers shall not be deemed to have any contractual relationship with Tokbox, Inc. under these Terms of Use, and shall not be deemed to constitute third party beneficiaries under any agreement between Little Lighthouse Nannies, LLC and TokBox, Inc. Little Lighthouse Nannies, LLC shall be solely responsible for providing any customer service, if any, to Care Seekers or Care Providers that elect to use the OpenTok Platform. Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

## 1.2 Limitations of our Services

We offer Services to help our users find, coordinate, and maintain care for their families. However, except where specifically provided in these Terms, in any applicable Additional Terms, or on the Site itself.

- **We do not employ any Care Providers and are not responsible for the conduct, whether online or offline, of any Care Seeker, Care Provider, or other user of the Site or Services.** Care Seekers are responsible for compliance with all applicable employment and other laws in connection with any employment relationship they establish (such as applicable Ban-the-Box, Fair Chance, payroll, tax and minimum wage laws).
- **Care Seeker and Care Provider content is primarily user generated. We do not control expressly disclaim any responsibility for the accuracy or reliability of any information provided by Care Providers or Care Seekers on or off the Site. We do not assume and expressly disclaim any liability that may result from the use of information provided on our Site.**
- **We do not refer or recommend Care Seekers or Care Providers nor do we make any representations about the suitability, reliability, timeliness, or accuracy of the services provided by Care Providers or the integrity, responsibility or actions of Care Seekers or Care**

**Providers whether in public, private or offline interactions. Any screening of a Care Seeker or Care Provider and his, her or its information by Little Lighthouse Nannies, LLC is limited and should not be taken as complete, accurate, up-to-date or conclusive of the individual's or entity's suitability as an employer or care provider.**

- We are not an employment agency, and we do not secure or procure employees for any Care Seekers, nor do we secure or procure opportunities for employment for any Care Providers.
- We do not control, monitor, supervise, or oversee the quality, timing, hours, pay, legality, or any other aspect of services delivered by Care Providers, nor do we require Care Providers to accept or work any jobs or deliver any services at all.
- We do not provide any medical, diagnostic, treatment or clinical service or engage in any conduct that requires a professional license.
- We may offer certain Registered Users the opportunity to verify certain information such as their email address, cell phone number, or, in the case of child care centers, their state license information. If we indicate that certain information has been verified, it means that the user has complied with the process we have established for verifying such information. However, we do not guarantee, nor do we represent or warrant, that the information is accurate or that it belongs to the Registered User who supplied it. **Please review carefully the Release of Liability Form Third-Party Content and Conduct that appears in Section 9 below for important limitations on Little Lighthouse Nannies, LLC's liability to which you are agreeing by using the Site and Services.**

### 3. 1.3 User Responsibilities

Registered Users are solely responsible for interviewing, vetting, performing background and reference checks on, verifying information provided by, and selecting an appropriate Care Seeker or Care Provider for themselves or their family.

Please visit our [Member Resource Page](http://www.LittleLighthouseNannies,LLC/safety-center-p1273.html) at [www.Little Lighthouse Nannies, LLC/safety-center-p1273.html](http://www.LittleLighthouseNannies,LLC/safety-center-p1273.html) for recommendations on how to make more informed hiring and employment decisions. Each Care Seeker is responsible for complying with all applicable employment and other laws in connection with any employment relationship they establish, including verifying the age of the Care Provider they select as well as that Care Provider's eligibility to work in the US.

## 2. **Eligibility to Use the Site and Services**

By requesting to use, registering to use and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof.

You also represent and warrant that you meet the following eligibility criteria:

- You intend to use the Site and Services solely for the purpose of finding or managing care or care-related jobs, or for finding or sharing information relating to care.
- Our Services are available only to individuals who are eighteen (18) years of age or older. If you do not meet this age requirement, do not register to use the Site or Services.
- The Site and the Services are currently available only to individuals who reside legally in the United States.
- If you are registering to be a Care Provider, you must be permitted to legally work within the United States.
- Neither you nor any member of your household may have ever been:
- the subject of a conviction, arrest, charge, complaint, restraining order or any other legal action involving:
- any felony;
- any other criminal offense involving violence, physical, psychological, sexual, or emotional abuse or neglect, or theft, drugs, or
- any offense, violation, or unlawful act that involves endangering the safety of others, fraud, dishonesty, or reckless or negligent conduct.
- registered, or currently required to register, as a sex offender with any government entity.
- If you provide child care services in the State of Kansas, you must not be a licensed day care provider or provide your services outside the child's home.

## 3. **Rules for User Conduct and Use of Services**

### 1. **3.1 Registration, Posting, and Content Restrictions**

The following rules pertain to “Content”, defined as any communications, images, sounds, videos, and all the material, data, and information that you upload or transmit through the Site or Services, whether to Little Lighthouse Nannies, LLC or to other Registered Users or Site Visitors, or that other users upload or transmit, including without limitation any content, messages, photos, audios, videos, reviews or profiles that you publish or display (hereinafter, “post”):

- Any Content that you post, upload or transmit to or through the Site or Services is solely for the purpose of finding or managing care or care-related jobs, or for finding or sharing information relating to care.
- You are responsible for providing, and updating, accurate, current and complete information in connection with your registration for use of the Site and the Services.
- You will register your account in your own legal name, even if you are seeking care for another individual or family member without exception.
- Unless otherwise permitted by Little Lighthouse Nannies, LLC, all Content you post will be in English as the Site and Services generally are not supported in any other languages.
- You are solely responsible for any Content that you post on the Site or transmit to other users of the Site. You will not post on the Site, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, defamatory, racially offensive, or illegal material, or any material that infringes or violates another party’s rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity), or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse, or give the impression that any Content emanates from Little Lighthouse Nannies, LLC where this is not the case. You will not provide inaccurate, misleading, defamatory or false information to Little Lighthouse Nannies, LLC or to any other user of the Site, and all opinions stated as part of Content must be genuinely held. Without limiting the foregoing, you represent and warrant to us that you have the right and authority to post all information you post about yourself or others, including without limitation that you have authorization from a parent or guardian of any minor who is the subject of any Content you post to post such Content.
- You understand and agree that Little Lighthouse Nannies, LLC may, in its sole discretion, review, edit, and delete any Content, in each case in whole or in part, that in the sole judgment of Little Lighthouse Nannies, LLC violates these Terms or which Little Lighthouse Nannies, LLC

determines in its sole discretion might be offensive, inappropriate, illegal, or that might violate the rights, harm, or threaten the safety of users of the Site or others.

- You have the right, and hereby grant, to Little Lighthouse Nannies, LLC, its Affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, transferable, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute your Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your Content by Little Lighthouse Nannies, LLC will not infringe or violate the rights of any third party.
- Your use of the Services, including but not limited to the Content you post on the Site, must be in accordance with any and all applicable laws and regulations.
- We welcome your feedback and questions about the Site and Services. However, you agree that any comments, ideas, messages, questions, suggestions, or other communications you send to us or share with us through any channel (including, without limitation, the Site, email, telephone, surveys, and our social media accounts) shall be and remain the exclusive property of Little Lighthouse Nannies, LLC and we may use all such communications, all without notice to, consent from, or compensation to you.

**As Care Seeker and Care Provider Content is primarily user generated, we do not control and expressly disclaim any responsibility for the accuracy or reliability of any Content provided by Care Providers or Care Seekers on or off the Site, including any Content that may include misstatements or misrepresentations or that may be defamatory or disparaging. Users hereby represent, understand and agree to hold Little Lighthouse Nannies, LLC harmless for any mis-statements misrepresentations, or other disparaging or defamatory statements made by or on behalf of them on this Site or in any other venue.** Opinions, advice, statements, offers, or other information or content made available on the Site or through the Site, but not directly by Little Lighthouse Nannies, LLC, are those of their respective authors. Such authors are solely responsible for such content. Little Lighthouse Nannies, LLC does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or available through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will Little Lighthouse Nannies, LLC or its Affiliates be responsible for any loss or damage resulting from: (a) your reliance on information or other content posted on the Site or transmitted to or by any user



of the Site or Service; or (b) reviews or comments made about you on the Site by other users. You agree that Little Lighthouse Nannies, LLC has no obligation to remove any reviews or other information posted on the Site about you or any other person or entity. If you disagree with a review, you may post one rebuttal to the review, provided your rebuttal complies with these Terms. You may not terminate your registration and re-register in order to prevent a review from being associated with your account. The author of a review can always remove or request removal of a review they have written.

## **2. 3.2 Exclusive Use**

If you are a Care Seeker, you may use your account only to find care for your children, your grandchildren, individuals for whom you are otherwise the legal guardian. If you are a Care Provider, you may use your account only to find care jobs for yourself. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity.

## **3. 3.3 Prohibited Uses**

By using the Site or Services of Little Lighthouse Nannies, LLC, you agree that you will not under any circumstances:

- use the Site, Services, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- use the Site or Services for any fraudulent or unlawful purpose, for any purpose unrelated to care or caregiving, or for any other purpose not expressly intended by Little Lighthouse Nannies, LLC;
- harass, abuse or harm another person or group physically, emotionally, psychologically; or attempt to do so;
- use another user's Little Lighthouse Nannies, LLC account;
- provide false or inaccurate information when registering an account on Little Lighthouse Nannies, LLC, using the Services or communicating with other Registered Users;
- attempt to re-register with Little Lighthouse Nannies, LLC if we have terminated your account for any or no reason or terminate your registration and re-register in order to prevent a review from being associated with your account;

- interfere or attempt to interfere with the proper functioning of Little Lighthouse Nannies, LLC's Services;
- make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
- bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data (whether manually or through automated means);
- use the communication systems provided by or contacts made on Little Lighthouse Nannies, LLC for any commercial solicitation purposes other than those expressly permitted by Little Lighthouse Nannies, LLC;
- publish or link to malicious content intended to damage or disrupt another user's browser or computer. In order to protect our users from prohibited activity, we reserve the right to take appropriate actions, including but not limited to restricting the amount of messages a user may send in any 24-hour period to an amount which we deem appropriate in our sole discretion. Should Little Lighthouse Nannies, LLC find that you violated the terms of this Section or any terms stated herein, Little Lighthouse Nannies, LLC reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services. By using the Site and/or Services, indefinitely, you agree that Little Lighthouse Nannies, LLC may assess, and you will be obligated to pay, \$10,000 per each day that you: (i) maintain Care Provider or Care Seeker information (including but not limited to, names, addresses, phone numbers, or email addresses) or copyrighted material that you scraped (either directly or indirectly in a manual or automatic manner) from the Site, or (ii) otherwise mis-use or mis-appropriate Site Content, including but not limited to, use on a "mirrored", competitive, or third party site. This obligation shall be in addition to any other rights Little Lighthouse Nannies, LLC may have under these Terms or applicable law. Further, in order to protect the integrity of the Site and the Services, Little Lighthouse Nannies, LLC reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

#### **4. Background and Verification Checks**

##### **1. 4.1 Care Providers are required to Authorize Background Checks about Themselves**

Little Lighthouse Nannies, LLC requires individuals who have applied and/or registered as Care Providers one or more background check services from third-

party consumer reporting agencies (“Background Checks”). All background checks require payment of fees at the time of application by the candidate who is applying and are subject to the consent of the Care Provider on whom the check is being performed. Each of these Background Checks is regulated by the Fair Credit Reporting Act (“FCRA”), and the background reports resulting from these services are considered “consumer reports” under FCRA. Consumer reports may contain information on your character, general reputation, personal characteristics, and mode of living, including but not limited to consumer credit, criminal history, workers’ compensation, driving, employment, military, civil, and educational data and reports. Little Lighthouse Nannies, LLC will receive a copy of each Background Check for review. See Section 4.4 below for information regarding Little Lighthouse Nannies, LLC’s use of these Background Checks. You are responsible for making sure that the email address you provide to Little Lighthouse Nannies, LLC is correct, knowing that sensitive information will be sent to it.

## **2. 4.2 Care.com May Review and Use Background Checks You Order or Authorize About Yourself**

**By registering for and using the Site or Services as an individual Care Provider, and subject to your authorization, you acknowledge and agree that Care.com may review and use any Background Checks you have ordered or authorized about yourself for the purpose of protecting the safety and integrity of our Site and its users, which may, in the case of certain Care Providers, be considered an employment purpose pursuant to the FCRA. Care.com reserves the right to terminate your membership based on the information contained in such report, even if such information was subsequently dismissed.**

If Care.com terminates your membership or access to the Site on the basis of information in a Background Check, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Care.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these Background Checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it and not Care.com.

## **3. 4.3 Care.com May Order and Use Background Screenings About You**

By registering for and using the Site or Services as a Care Seeker or Care Provider, you hereby acknowledge and agree that Care.com has the right, but not the obligation, to use a third-party consumer reporting agency on an ongoing basis to use your personal information to run periodic background screenings on you for the purpose of protecting the safety and integrity of our Site and its users

("Preliminary Membership Screens"), which may, in the case of certain Care Providers, be deemed to be an employment purpose under the FCRA. Subject to certain additional disclosures and authorizations, if applicable to you as a Care Provider, Care.com may order these screenings when you register with Care.com and thereafter in connection with your continued use of our Services and/or interaction with our Site (such as by contacting or communicating with other members, posting or updating a job or profile, ordering or authorizing a Background Check, etc.).

These Preliminary Membership Screens may also be regulated by FCRA, and the background reports resulting from these services may be considered "consumer reports" under FCRA.

You understand and agree that Care.com may review the information provided by the third-party consumer reporting agency and that Care.com retains the right to terminate your Care.com registration based on the information it receives from these checks, even if such information was subsequently changed or corrected. If Care.com terminates your membership or access to the Site on the basis of information in a background report, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you access to a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that Care.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it (and not Care.com) within the time period specified in your notice. Notwithstanding this, you agree that Care.com is under no obligation to reinstate any accounts it may have terminated even if the information that led to the termination is subsequently changed or corrected.

**BY AGREEING TO THESE TERMS AND USING OUR SITE, AND, IF APPLICABLE TO YOU AS A CARE PROVIDER, SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW CARE.COM TO PERFORM THESE INTERNAL BACKGROUND CHECKS FOR THE PURPOSES DESCRIBED ABOVE. IF YOU DO NOT WANT THESE INTERNAL BACKGROUND CHECKS TO BE PERFORMED, YOU SHOULD NOT USE CARE.COM.**

**5. 4.4 Care.com May Regularly Verify Your Identity and the Accuracy of Your Representations and Warranties**

By registering as a Care Provider or Care Seeker, and, if applicable to you as a Care Provider, subject to your additional authorization, you authorize Care.com, and acknowledge that for purposes of promoting the safety and integrity of its Site and Service, Care.com reserves the right, but not the obligation, to utilize third party service providers to verify on an ongoing basis that your registration data is accurate and that the representations and warranties in Section 2 above addressing legal matters such as complaints, arrests, sex offender status, etc.

are also true (“Verification Checks”). These third parties may use data from a variety of sources, under a variety of circumstances, for these site safety purposes including, without limitation, information from national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data. You agree that Care.com may take such action in response to Verification Checks as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your membership, should it determine that you have violated any representation or warranty or any other provision of these Terms or are otherwise unsuitable for Care.com. You also hereby represent, understand and expressly agree that Care.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in a Verification Check. We do not typically communicate the results of a Verification Check to any third party, though we reserve the right to do so for law enforcement or other safety-related purposes in accordance with applicable laws. **BY AGREEING TO THESE TERMS, AND, IF APPLICABLE TO YOU AS A CARE PROVIDER SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW CARE.COM TO PERFORM THE VERIFICATION CHECKS DESCRIBED ABOVE. IF YOU DO NOT WANT THESE VERIFICATION CHECKS TO BE PERFORMED, YOU SHOULD NOT USE CARE.COM.**

**6. 4.5 Important Limitations About Background Checks; Release of Liability for Results of Background Checks, Internal Background Checks, and Verification Checks**

SPECIAL NOTICE FOR MASSACHUSETTS AND NEW HAMPSHIRE: Criminal County Searches conducted in Massachusetts and New Hampshire as part of the Criminal Records Check and the Criminal+MVR Records Check (for individuals who are believed to have lived in one or both of these states during the seven years preceding the background check request) search only the Superior Court and a single District Court in the county seat or its equivalent for each county listed below. Criminal records (including misdemeanors and felonies) from other courts in these states will not be searched.

This is an illustrative, non-comprehensive, list of certain state and county limitations of the background checks offered through Care.com; additional limitations may apply in certain jurisdictions, including on the federal level. For example, for many states only certain registered sex offender information is reported, and for many states, only a subset of felony convictions are reported (and not any misdemeanors, charges or arrest records).

In addition to legal and reporting system limitations of background checks, each check is performed with the authorization of the person being checked, using information he or she provides, such as home address, social security number, date of birth, and name. If a candidate provides incorrect information, the check

might be run with inaccurate identifying data, which can impact the validity of the criminal check. Finally, criminal records are not always reported accurately or promptly, and human and electronic error can result in inaccurate or incomplete reporting. Consequently, even the most comprehensive background check offered may not disclose the existence of all criminal records in all jurisdictions.

If you decide to access, use, or share information provided by a Background Check, you agree to do so in accordance with applicable law. You also agree to release, indemnify and hold harmless Care.com from any loss, liability, injury, death, damage, or costs that may result from your use of, reliance on, or sharing of the information contained in a Background Check regardless of the cause, including, without limitation, due to the inaccuracy or incompleteness of any such information.

You expressly acknowledge that Care.com has no obligation to perform Background Checks, Internal Background Checks, or Verification Checks on any Registered Users. To the extent Care.com performs such checks on certain Registered Users, the checks are limited and should not be taken as complete, accurate, up-to-date or conclusive evidence of the accuracy of any information those users have provided or of their eligibility to use the Services.

## 7. Termination

Little Lighthouse Nannies, LLC reserves the right, in its sole discretion, to immediately terminate your access to all or part of the Little Lighthouse Nannies, LLC Site and/or Services, to remove your profile and/or any content posted by or about you from the Site, and/or to terminate your account with Little Lighthouse Nannies, LLC, with or without notice for any reason or no reason in its sole discretion, including without limitation if Little Lighthouse Nannies, LLC should determine that you are not eligible to use the Services, have violated any terms stated herein or in any of the Additional Terms, are not suitable for participation as a Registered User, have mis-used or mis-appropriated Site content, including but not limited to use on a "mirrored," competitive, or third-party site. Upon termination, Little Lighthouse Nannies, LLC shall be under no obligation to provide you with a copy of any content posted by or about you on the Site. If we terminate your registration, we have no obligation to notify you of the reason, if any, for your termination.

**You understand and agree that, following any termination of any individual's use of the Site or the Services, Little Lighthouse Nannies, LLC has the right, but not the obligation, to send a notice of such termination to other Registered Users with whom we believe the individual has corresponded.** Our decision to terminate an individual's registration and/or to notify other Registered Users with whom we believe the individual has corresponded does not constitute, and should not be interpreted or used as information bearing on, the individual's character, general reputation, personal characteristics, or mode of living.

## **8. Privacy**

Little Lighthouse Nannies, LLC uses the information you provide on the Site or via the Services or in accordance with our Privacy Policy. For more information, see our full Privacy Policy, the terms of which are incorporated herein.

## **9. Links to External Sites**

Links from the Site to external sites (including external sites that are framed by Little Lighthouse Nannies, LLC) or inclusion of advertisements and other third-party content on the Site, do not constitute an endorsement by Little Lighthouse Nannies, LLC of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such third-party content, but are for users' reference and convenience. Little Lighthouse Nannies, LLC does not control third-party sites or content, and is not responsible for them. Such sites and content are governed by their respective owners' terms of use and privacy policies, and not these Terms or Little Lighthouse Nannies, LLC's Privacy Policy. Little Lighthouse Nannies, LLC expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold Little Lighthouse Nannies, LLC harmless from any liability that may result from the use of links that may appear on the Site.

## **10. Payment And Refund Policy**

In order to utilize some Little Lighthouse Nannies, LLC Services or product offerings, the user of such Services or product offerings must pay Little Lighthouse Nannies, LLC either a recurring subscription, one-time, or other fees. In addition, the user is responsible for any state or local sales taxes associated with the Services or product offerings purchased.

### **1. 8.1 Billing and Payment**

If you sign up for a Little Lighthouse Nannies, LLC paid membership subscription, or for a Service or product that includes a recurring fee, you agree to pay Little Lighthouse Nannies, LLC all charges associated with the subscription, Service, or product you choose, as described on the Site at the time you submit your payment information. You also authorize Little Lighthouse Nannies, LLC, or a third-party payment processor that works on our behalf, to charge your chosen payment method according to the terms of your chosen subscription, Service, or product. Little Lighthouse Nannies, LLC reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. To the extent you elect to purchase other Services or product offerings we may offer for a non-recurring fee, you authorize Little Lighthouse Nannies, LLC to charge your chosen payment provider for the Services and/or products you purchase. You agree that if Little Lighthouse Nannies, LLC already has your credit card on

file as a result of prior purchases you have made, we may charge that credit card for the additional Services or products you purchase.

## **2. 8.2 Automatic Subscription Renewal and Cancellation**

**ALL PAID MEMBERSHIP SUBSCRIPTIONS AND RECURRING FEE-BASED SERVICES OR PRODUCTS WILL CONTINUE INDEFINITELY UNTIL CANCELLED BY THE USER. FOR PAID MEMBERSHIP SUBSCRIPTIONS, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW AT THE END OF YOUR CHOSEN TERM PERIOD FOR AN ADDITIONAL EQUIVALENT PERIOD AT THE SUBSCRIPTION RATE AND FREQUENCY DISCLOSED TO YOU ON THE SITE WHEN YOU ORIGINALLY SUBSCRIBED, UNLESS OTHERWISE PROVIDED AT THE TIME YOU SUBSCRIBED. IF YOU CHOOSE A SUBSCRIPTION TERM IN EXCESS OF ONE MONTH THAT ALLOWS YOU TO BE CHARGED MONTHLY OVER THE SUBSCRIPTION PERIOD, AND YOU DECIDE TO CANCEL YOUR SUBSCRIPTION DURING THE SUBSCRIPTION PERIOD, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL CONTINUE TO BE BILLED FOR THE SUBSCRIPTION ON A MONTHLY BASIS UNTIL THE END OF THE THEN-CURRENT SUBSCRIPTION TERM. FOR OTHER SERVICES OR PRODUCTS WITH RECURRING FEES, YOU WILL BE CHARGED THE FEE ASSOCIATED WITH SUCH PRODUCT OR SERVICE AT THE INTERVAL SPECIFIED AT THE TIME OF PURCHASE, UNTIL YOU EXPRESSLY CANCEL THE SERVICE OR PRODUCT.** You may cancel your paid membership subscription at any time by following the instructions on your account settings page. If you cancel a paid subscription, you typically will be permitted to use your subscription until the end of your then-current subscription term. Your paid subscription will not be renewed after your then-current term expires, but your payment method will be charged, and you will be required to pay, any cancellation or other fees associated with your early termination and disclosed to you at the time you signed up for the subscription plan.

## **3. 8.3 Free Trial Offers**

Little Lighthouse Nannies, LLC may offer limited-time free trial subscriptions to certain users from time-to-time. Users who sign up for a Little Lighthouse Nannies, LLC Service on a free trial basis may have limited access to the Service and/or features of the Site. If a user signs up for a free trial subscription, unless he or she cancels before the expiration of the free trial period, the user will be charged the price then in effect for a subscription to the Service. If a user does not want to continue with the Service after the expiration of the free trial period, the Care Seeker or Care Provider must downgrade or cancel their subscription

## **4. 8.4 Refund Policy**



**Except as set forth in these Terms or as described on the Site at the time you make a purchase, all payments for subscriptions, services or products made on or through the Site or Services are non-refundable, and there are no refunds or credits for unused or partially used subscriptions, services or products, even if you cancel your membership or a subscription, service, or product in the middle of a term.**

## **11. Release of Liability for Conduct and Disputes**

**By using this Site or our Services, you hereby represent, understand, and expressly agree to release and hold Little Lighthouse Nannies, LLC (and Little Lighthouse Nannies, LLC's officers, directors, shareholders, employees, parents, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners or resellers, ("Affiliates")) harmless from any claim or controversy that may arise out of:**

- the actions or inactions of, or the relationship between, you and any Care Seeker, Care Provider or other user(s) of the Site that are not Backup Care Providers employed by one of our subsidiaries; and**
- any information, instruction, advice or services created by any Care Seeker, Care Provider, or other third party that appeared on, or was communicated through, the Site Little Lighthouse Nannies, LLC and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown, from the above.**

## **12. Age Restrictions**

Little Lighthouse Nannies, LLC is intended for people 18 or over. Little Lighthouse Nannies, LLC will not knowingly collect any information from individuals under 18. Should we determine that you do not meet the age requirements for using our Site or Services, your registration will be terminated immediately.

## **12. Disclaimers; Limitations; Waivers; Indemnification**

### **1. 12.1 No Warranty**

The information and materials contained on the Site, including text, graphics, information, links or other items are provided "as is," "as available." Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by Little Lighthouse Nannies, LLC, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. **LITTLE LIGHTHOUSE NANNIES, LLC DOES NOT: (1) WARRANT THE**

**ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN LITTLE LIGHTHOUSE NANNIES, LLC; (3) WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LITTLE LIGHTHOUSE NANNIES, LLC EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.**

**IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, LITTLE LIGHTHOUSE NANNIES, LLC MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY USER OF OUR SITE TO PROVIDE SERVICES AS A CARE PROVIDER OR TO EMPLOY THE SERVICES OF A CARE PROVIDER.**

**WITH RESPECT TO CORPORATE CARE SEEKERS, THE INFORMATION AND MATERIAL CONTAINED ON THE SITE IS PROVIDED FOR YOUR INTERNAL USE ONLY AND MAY NOT BE COPIED OR REDISTRIBUTED FOR ANY REASON. THIS INFORMATION IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE INFORMATION IS THE INTELLECTUAL PROPERTY OF THE CORPORATE CARE SEEKER, LITTLE LIGHTHOUSE NANNIES, LLC OR ITS INFORMATION PROVIDERS. IN NO EVENT WILL LITTLE LIGHTHOUSE NANNIES, LLC OR ITS INFORMATION PROVIDERS BE LIABLE IN ANY WAY WITH REGARD TO SUCH INFORMATION. YOUR USE OF THE INFORMATION MUST IN ALL CASES COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS.**

## **2. 12.2 Assumption of Risk**

While Little Lighthouse Nannies, LLC takes certain steps to help promote the safety of our Site, Services and members, finding care or care-related jobs via an online platform like ours comes with certain inherent risks. We do not provide any training, supervision, or monitoring of Care Seekers or Care Providers, and we cannot guarantee that all of your interactions with other Registered Users, site visitors, their families, or others associated with them, will always be 100% safe and respectful. You agree to assume all risks when using the Site and the Services, including but not limited to injury, theft, illness, death, and all other risks associated with any online or offline interactions with

users of the Site or the Services. You also agree not to rely solely on steps Little Lighthouse Nannies, LLC may take to vet or screen Care Providers or Care Seekers and/or their Content, or otherwise to promote the safety of the Site and Services. You further agree to take all necessary precautions, including but not limited to reviewing the recommendations set forth in Little Lighthouse Nannies, LLC's Member Resource Page at [www.LittleLighthouseNannies, LLC/safety-center-p1273.html](http://www.LittleLighthouseNannies.com/safety-center-p1273.html), when interacting with other site visitors, Registered Users, their families, and others associated with them.

#### 4. **12.3 Limitation of Liability**

**Incidental Damages and Aggregate Liability.** In no event will Little Lighthouse Nannies, LLC be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including without limitation damages related to any information received from the Site or Services, removal of content from the Site, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site or Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if Little Lighthouse Nannies, LLC, or representatives thereof, are advised of the possibility of such damages, losses or expenses. **UNDER NO CIRCUMSTANCES WILL LITTLE LIGHTHOUSE NANNIES, LLC'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE PRICE PAID BY YOU FOR YOUR ACCOUNT, OR, IF YOU HAVE NOT PAID LITTLE LIGHTHOUSE NANNIES, LLC FOR THE USE OF ANY SERVICES, THE AMOUNT OF \$25.00. No Liability for non-Little Lighthouse Nannies, LLC Actions.** IN NO EVENT WILL LITTLE LIGHTHOUSE NANNIES, LLC BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, OR OTHERWISE, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES OR ANY AGREEMENT OR RELATIONSHIP FORMED USING THE SITE OR SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER REGISTERED USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU. In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice

that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. Little Lighthouse Nannies, LLC makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

## **5. 12.4 Indemnification**

By agreeing to these Terms, users of the Site and Services agree to indemnify, defend and hold harmless Little Lighthouse Nannies, LLC and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by Little Lighthouse Nannies, LLC and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site, (ii) use of the Site or Services by you in violation of these Terms of Use or in violation of any applicable law, or (iii) any relationship or agreement formed with a Care Seeker or Care Provider using the Site or Services. Users further agree that they will cooperate as reasonably required in the defense of such claims. Little Lighthouse Nannies, LLC and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of Little Lighthouse Nannies, LLC. Users further agree to hold harmless Little Lighthouse Nannies, LLC and its Affiliates from any claim arising from a third party's use of information or materials of any kind that users post to the Site.

## **13. Copyright Notices/Complaints**

It is Little Lighthouse Nannies, LLC's policy to respond to notices of alleged copyright infringement with the Digital Millennium Copyright Act ("DMCA"). If you believe any materials accessible on or from our Site infringe your copyright, you may request removal of those materials (or access thereto) from the Site by contacting Little Lighthouse Nannies, LLC's copyright agent (identified below) and providing the following information:

1. Identification of the copyrighted work that you believe to be infringed. Please describe the work, and where possible include a copy or the location (e.g., URL) of an authorized version of the work.

2. Identification of the material that you believe to be infringing and its location. Please describe the material and provide us with its URL or any other pertinent information that will allow us to locate the material.
3. Your name, address, telephone number and (if available) e-mail address.
4. A statement that you have a good faith belief that the complained of use of the materials is not authorized by the copyright owner, its agent, or the law.
5. A statement that the information that you have supplied is accurate, and indicating that “under penalty of perjury,” you are the copyright owner or are authorized to act on the copyright owner’s behalf.

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

Little Lighthouse Nannies, LLC’s agent for copyright issues relating to this Site is as follows:

Copyright Agent  
Little Lighthouse Nannies, LLC, Inc.  
Attn: Legal Department  
4375 Daffodil Circle North  
Palm Beach Gardens, FL 33410

customerservice@littlighthouseannies.com

Phone: 561-713-8886

## **14. Agreement to Arbitrate**

### **1. 14.1 Agreement to Arbitrate**

This Section 13 is referred to in these Terms as the “Arbitration Agreement”. Unless you opt-out in accordance with the opt-out procedures set forth in Section 13.8 below, you agree that all claims relating to or arising out of these Terms or the breach thereof, whether sounding in contract, tort, or otherwise that have arisen or may arise between you and Little Lighthouse Nannies, LLC or a Little Lighthouse Nannies, LLC Affiliate, whether relating to these Terms (including any alleged

breach thereof), the Services, the Site, or otherwise, shall be resolved exclusively through **final and binding arbitration, rather than a court**, in accordance with the terms of this Arbitration Agreement, except you may assert individual claims in small claims court, if your claims qualify. Your rights will be determined by a **neutral arbitrator, not a judge or jury**. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

## 2. **14.2 Prohibition of Class and Representative Actions and Non-Individualized Relief**

**YOU AND LITTLE LIGHTHOUSE NANNIES, LLC AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ARBITRATION, ACTION OR PROCEEDING. UNLESS BOTH YOU AND LITTLE LIGHTHOUSE NANNIES, LLC EXPRESSLY AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AGAINST LITTLE LIGHTHOUSE NANNIES, LLC AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER LITTLE LIGHTHOUSE NANNIES, LLC USERS.** If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

## 3. **14.3 Pre-Arbitration Dispute Resolution**

Little Lighthouse Nannies, LLC is always interested in resolving disputes amicably and efficiently. So before you commence arbitration, we suggest that you contact us to explain your complaint, as we may be able to resolve it without the need for arbitration. You may contact us at [customerservice@littlighthouseannies.com](mailto:customerservice@littlighthouseannies.com).

## 4. **14.4 Arbitration Procedures**

If we cannot resolve a Claim informally, any Claim either of us asserts will be resolved **only by binding arbitration and not in courts of general jurisdiction**. Arbitration will be conducted by a neutral arbitrator in accordance with the rules of JAMS that are in effect at the time the arbitration is initiated (collectively referred to as the "JAMS Rules"), as modified by this Arbitration Agreement, and excluding the JAMS Class Action Procedures. For information on JAMS, please visit its website, <https://www.jamsadr.com/>. Information about JAMS's Rules and fees for

consumer disputes can be found at the JAMS consumer arbitration page, <https://www.jamsadr.com/rules-comprehensive-arbitration/>. If there is any inconsistency between the JAMS Rules and this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would, including without limitation, the limitation of liability provisions in Section 11. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons. To commence an arbitration against Little Lighthouse Nannies, LLC, you must write a demand for arbitration that includes a description of the dispute and the amount of damages sought to be recovered. You can find a copy of a Demand for Arbitration at [www.jamsadr.com](http://www.jamsadr.com). You should send three copies of the Demand, plus the appropriate filing fee, to JAMS at 500 North State College Blvd., Suite 600, Orange, CA 92868, and send one copy to Little Lighthouse Nannies, LLC. For more information, see the JAMS arbitration rules and forms, <https://www.jamsadr.com/rules-download/>. You may represent yourself in the arbitration or be represented by an attorney or another representative. Once we receive your arbitration claim, we may assert any counterclaims we may have against you. The arbitration shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$10,000 or less you or Little Lighthouse Nannies, LLC may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and Little Lighthouse Nannies, LLC subject to the arbitrator's discretion to require an in-person hearing, if the circumstances warrant. Attendance at any in-person hearing may be made by telephone by you and/or Little Lighthouse Nannies, LLC, unless the arbitrator requires otherwise. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise and all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms, including, but not limited to any claim that all or any part of these Terms are void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will decide the substance of all claims in accordance with the laws of the State of Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by law. The arbitrator shall not be bound by rulings in prior arbitrations involving different Little Lighthouse Nannies, LLC users, but is bound by rulings in prior arbitrations involving the same Little Lighthouse Nannies, LLC user to the extent required by applicable law.

## **5. 14.5 Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the JAMS Rules, unless otherwise provided in this Agreement to Arbitrate. If you demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Little Lighthouse Nannies, LLC will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Little Lighthouse Nannies, LLC will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Each party will be responsible for all other fees it incurs in connection with the arbitration, including without limitation, all attorney fees. In the event the arbitrator determines the claim(s) you assert in the arbitration to be frivolous, you agree to reimburse Little Lighthouse Nannies, LLC for all fees associated with the arbitration paid by Little Lighthouse Nannies, LLC on your behalf that you otherwise would be obligated to pay under the JAMS rules.

## **6. 14.6 Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision or award by the arbitrator, will be strictly confidential for the benefit of all parties.

## **7. 14.7 Opt-Out Procedure**

You can choose to reject this Arbitration Agreement by mailing us a written opt-out notice (“Opt-Out Notice”) in accordance with the terms of this Section. For new Little Lighthouse Nannies, LLC users, the Opt-Out Notice must be postmarked no later than 30 Days after the date you use our Site or Services for the first time. The Opt-Out Notice must state that you do not agree to the Arbitration Agreement and must include your name, address, phone number, and the email address(es) used to log in to the Little Lighthouse Nannies, LLC account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Arbitration Agreement. If you opt out of the Arbitration Agreement, Little Lighthouse Nannies, LLC will likewise not be bound by these arbitration provisions. All other terms of these Terms will continue to apply. Opting out of the Arbitration Agreement has no effect on any previous, other, or future arbitration agreements that you may have with us. Little Lighthouse Nannies, LLC users who accepted a previous version of these Terms that included an arbitration agreement, and who did not timely opt out of that arbitration agreement, remain bound by the last arbitration agreement that they accepted. Upon receipt of a valid Opt-Out Notice, Little Lighthouse Nannies, LLC will provide the opting out user with a copy of the arbitration agreement from the last version of the Terms that the user accepted, if any exists.



## **8. 14.8 Future Changes to this Arbitration Agreement**

Notwithstanding any provision in these Terms to the contrary, you and we agree that if we make any change to this Arbitration Agreement (other than a change to any notice address or website link provided herein) in the future, such change shall not be effective until at least 60 days from the date of posting, and shall not apply to any claim that was filed in a legal proceeding against Little Lighthouse Nannies, LLC prior to the effective date of the change. Moreover, if we seek to terminate this Arbitration Agreement from these Terms, such termination shall not be effective until 30 days after the version of these Terms not containing the Arbitration Agreement is posted to the Site, and shall not be effective as to any claim that was filed in a legal proceeding against Little Lighthouse Nannies, LLC prior to the effective date of removal.

## **15. Governing Law and Jurisdiction**

These Terms, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of Delaware, including Delaware's statutes of limitations governing your claim, without giving effect to its principles of conflicts of law, provided that the Federal Arbitration Act shall govern the interpretation and enforcement of Section 13, the Arbitration Agreement.

Unless you and we agree otherwise, in the event that the Arbitration Agreement is found not to apply to you or to a particular claim or dispute (except for small-claims court actions), either as a result of your decision to opt-out of the Arbitration Agreement or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and Little Lighthouse Nannies, LLC must be resolved exclusively by a state or federal court located in the State of Delaware.

You and Little Lighthouse Nannies, LLC agree to submit to the personal jurisdiction of the courts located within the State of Delaware for the purpose of litigating all such claims or disputes.

## **16. Consent to Electronic Communication**

By using the Site or Services of Little Lighthouse Nannies, LLC, you agree to allow Little Lighthouse Nannies, LLC to communicate with you, and provided referrals, electronically, and you consent to electronic delivery of notices, documents, or products (including, without limitation, reports or copies of Background Checks and Preliminary Membership Screens) from Little Lighthouse Nannies, LLC via the Little Lighthouse Nannies, LLC Site, mobile application, online messaging platform, or e-

mail. You also agree to check your Little Lighthouse Nannies, LLC account, alerts, and messages, and the e-mail account reflected on your Little Lighthouse Nannies, LLC on a reasonably regular basis to stay apprised of important notices and information about your account.

**17. Miscellaneous**

Nothing in this Agreement shall be construed as making either party the partner, joint venturer, agent, legal representative, employer, contractor or employee of the other. Neither party shall have, or hold itself 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 the other, except as provided for herein or authorized in writing by the party to be bound. The invalidity, illegality or unenforceability of any term or provision of these Terms shall in no way effect the validity, legality or enforceability of any other term or provision of these Terms. Each Affiliate (as defined in Section 1.2) is expressly made a third-party beneficiary of this Agreement and may enforce this Agreement directly against you. This Agreement will be binding on and will inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

**18. Severability**

If a court decides that any term or provision of these Terms other than Section 13.2 is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and these Terms shall be enforceable as so modified. If a court decides that any of the provisions of Section 13.2 are invalid or unenforceable, then the entirety of Section 13 shall be null and void. The remainder of the Terms will continue to apply.

**19. Contact Information**

If you have any questions or need further information as to the Site or Services provided by Little Lighthouse Nannies, LLC, or need to notify Little Lighthouse Nannies, LLC as to any matters relating to the Site or Services, please contact Little Lighthouse Nannies, LLC at:

