

NurtureUp Inc. Terms of Use

Effective as of December 7, 2020

1. **Definitions.** The following terms are used throughout these Terms of Use and have specific meanings.

(a) **“Service”** refers to the services provided by NurtureUp, including its communication tools and payment services. NurtureUp does not serve as an employment agency. We provide a venue for our Users to meet and exchange information with our Caregiver Users.

(b) The term **“Agreement”** (which may also be referenced herein as these “Terms of Use”) refers, collectively, to all the terms, conditions, and notices contained or referenced in this document and the Addendum as defined herein.

(c) The **“Website”** refers to NurtureUp’s website located at <https://www.nurtureup.com>, all subpages and subdomains, and all content, services, and products available at or through the Website.

(d) **“NurtureUp,” “We,”** and **“Us”** refer to NurtureUp Inc., as well as our affiliates, directors, subsidiaries, officers, and employees. Caregiver Users are not part of NurtureUp.

(e) **“The User,” “You”** and **“Your”** refer to the person, company, or organization that has visited or is using the Website and/or the Service. A User may be a Family Client, a Caregiver User, both, or neither.

(f) **“Professional Caregiver”** refers to a licensed or registered service provider in the field of, including, but not limited to, birth doulaship, post partem doulaship, home birth midwivery, lactation consulting, birth education, or car seat technics.

(g) **“Caregiver Users”** refers to Professional Caregivers who may communicate with and provide contracting or consulting work to Family Clients via the Service. Caregiver Users provide contracting or consulting work in fields including, but not limited to, birth doulaship, post partem doulaship, home birth midwivery, lactation consulting, birth education, and car seat technics. Caregiver Users are not the employees or agents of NurtureUp. Please see Section 6 of this Agreement for more information about Caregiver Users.

(h) **“Family Clients”** refers to (i) Users who submit requests for proposals from Caregiver Users for providing caregiver services for a fee (**“Jobs”**); and (ii) Caregiver Users may submit proposals (**“Bids”**) for such Jobs and may also establish terms of the relationship with the Family Client via a signed engagement letter or other written agreement. Please see Section 6(b) for more information about Jobs, Bids, and Family Clients.

(i) **“Content”** refers to content featured or displayed through the Website, including without limitation text, documents, information, data, articles, opinions, images, photographs, graphics, software, applications, video recordings, audio recordings, sounds, designs, features, and other materials that are available on the Website. Content includes, without limitation, User-Generated Content, which may be submitted by any NurtureUp User (Family Client or Caregiver User).

(j) **“Services Contract”** refers to the standard contract provided by NurtureUp, between Caregiver Users and Family Clients.

2. **About the NurtureUp Service.**

(a) The NurtureUp Service. The NurtureUp Service is a platform for collaboration and communication between Professional Caregivers and those seeking assistance from Professional Caregivers. The NurtureUp Service provides access to NurtureUp's virtual community of Caregiver Users, easy collaboration through NurtureUp's communication management tools, and simple, secure payment tools.

(b) NurtureUp Is Not A Caregiver Agency. NurtureUp does not offer Professional Caregiver services. NurtureUp does not offer any medical advice, recommendations, clinical services or counseling. Caregiver Users are not the employees or agents of NurtureUp. NurtureUp is not involved in agreements between Users or in the care provided to Users. At no point may NurtureUp be held liable for the actions or omissions of any Caregiver User performing consulting services for you.

(c) NurtureUp Is Not a Professional Caregiver Referral Service or Employment Agency. NurtureUp is not a Professional Caregiver referral service or employment agency. NurtureUp does not select or endorse any individual Caregiver User to service a Family Client. While NurtureUp uses commercially reasonable efforts to confirm that registered Caregiver Users are registered and licensed by the applicable governing authorities, we do not make any warranty, guarantee, or representation as to the professional ability, competence, quality, or qualifications of any Caregiver User. NurtureUp does not warrant or guarantee that Caregiver Users are covered by professional liability insurance. NurtureUp encourages Family Clients to research any Caregiver User before accepting professional services.

(d) NurtureUp Does Not Vouch for Any of Its Users. NurtureUp simply provides a platform on which those seeking the assistance of Professional Caregivers may communicate and transact with Professional Caregivers. NurtureUp does not endorse any of its Caregiver Users and does not sanction statements that Caregiver Users make on the platform. NurtureUp makes no representation concerning the qualifications of non-Professional Caregiver service providers. While NurtureUp screens each Caregiver User using a third-party background check service, as indicated under Section 6(d)(i) of this Agreement, NurtureUp makes no representation concerning the results of such background checks.

(e) NurtureUp Does Not Guarantee Results. From time to time, Users may submit reviews of Caregiver Users; these reviews do not constitute a guarantee, warranty, or prediction regarding the outcome of any future engagement with such Caregiver User. NurtureUp will have no responsibility or liability of any kind for any User-Generated Content or professional advice you encounter on or through the Website, and any use or reliance on User-Generated Content or professional advice is solely at your own risk.

(f) Use of NurtureUp Does Not Create a Legal or Contractual Relationship with NurtureUp. NurtureUp does not offer Professional Caregiver advice or services. Any use of the NurtureUp Service is not intended to, and does not, create a legal or contractual relationship between Users. Any legal or contractual relationship between Users must be in writing and between Caregiver Users and Family Clients and as further described in Section 6. Any communication via NurtureUp may not be held confidential. NurtureUp is not liable for the actions or omissions of any Caregiver User performing consulting services for you.

3. **User Responsibilities.** You, and you alone, are responsible for your account and anything that happens while you are signed in to or using your account. Your security is your responsibility.

(a) User Account Security. If you sign up for the Service, you will create a personalized account which includes a unique username and a password to access the Service and to receive messages from NurtureUp. You are responsible for maintaining the security of your account, and you are

fully responsible for all activities that occur under the account and any other actions taken in connection with the account. You agree to notify NurtureUp immediately of any unauthorized use of account, or any other breaches of security. We will not be responsible for any liabilities, losses, or damages arising out of the unauthorized use of your computer, mobile device, or other computing device and/or account.

(b) Relationship with Caregiver Users. Because we cannot guarantee the fitness of any of our Caregiver Users for your specific needs, we encourage Family Clients to research any Caregiver User before accepting professional services. Family Clients will also receive a Services Agreement specifying the terms, scope, limitations, and conditions of the representation.

(c) No Reliance on User-Generated Content. User-Generated Content posted on the Website is provided for informational purposes only, with no assurance that the User-Generated Content is true, correct, or accurate. User-Generated Content is not a substitute for Professional Caregiver advice or services or a solicitation to offer Professional Caregiver advice or services regarding specific facts. You should not delay or forego professional services based on User-Generated Content. Delay in seeking such Professional Caregiver advice or services could result in waiver of any claims you may have, depending on the applicable statute(s) of limitation. User-Generated Content is not regulated by any state or national professional association.

(d) Compliance with Laws. You represent and warrant that: (i) you have the authority to, and are of legal age in your jurisdiction to, bind yourself to this Agreement; (ii) your use of the Service will be solely for purposes that are permitted by this Agreement; (iii) your use of the Service will not infringe or misappropriate the intellectual property rights of any third party; and (iv) your use of the Service will comply with all local, state and federal laws, rules, and regulations, and with all other NurtureUp policies.

4. **Use and Conduct Restrictions.** You are allowed to use the service as long as you follow a few basic rules. The following Use Restrictions and Conduct Restrictions are the basic rules we expect users to follow while using the Service. We are not responsible for the content our users post, and we have the right to close accounts if we need to.

(a) Prohibited Content. You agree that you will not under any circumstances transmit any Content (including software, text, images, or other information) that

- (i) is unlawful or promotes unlawful activity;
- (ii) defames, harasses, abuses, threatens, or incites violence towards any individual or group;
- (iii) is pornographic, discriminatory, or otherwise victimizes or intimidates an individual or group on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- (iv) is spam, is machine- or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- (v) contains or installs any viruses, worms, malware, Trojan horses, or other content that is designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party;
- (vi) infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity, or other rights;

(vii) impersonates any person or entity, including any of our employees or representatives; or

(viii) violates the privacy of any third party.

(b) Users Must Be Over Age 18. You represent that you are over the age of 18. NurtureUp does not target our Content to children or teenagers under 18, and we do not permit any Users under 18 on our Service. If we learn of any User under the age of 18, we will terminate that User's account immediately.

(c) No Liability for User Interactions; NurtureUp May Monitor Interactions. Any liability, loss or damage that occurs as a result of any User interactions, including, without limitation, Job Postings, that you input or receive through your use of the Service is solely your responsibility. At our discretion, we, or technology we employ, may monitor and/or record your general interactions with the Service, though not the specifics of your interactions with other Users.

(d) Right to Terminate Accounts. We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User conduct is appropriate and complies with these Terms of Use, or terminate or deny access to and use of the Service to any User for any reason, with or without prior notice.

5. **User-Generated Content.** You own your content, but you allow us certain rights to it, so that we can display and share the content you post. We have the right to remove content if we need to.

(a) Responsibility for User-Generated Content. You may create content, written or otherwise, while using the Service ("**User-Generated Content**"). You are solely responsible for the content of, and any harm resulting from, any User-Generated Content that you post, upload, link to or otherwise make available via the Service, regardless of the form of that content. Any liability, loss or damage that occurs as a result of the use of any User-Generated Content that you make available or access through your use of the Service is solely your responsibility. We are not responsible for any public display or misuse of your User-Generated Content.

(b) Right to Post. You represent and warrant that you have the right to post all User-Generated Content you submit. Specifically, you warrant that you have fully complied with any third-party licenses relating to User-Generated Content, and have taken all steps necessary to pass through to end users any required terms.

(c) NurtureUp May Modify or Remove Content. We have the right (though not the obligation) to, in our sole discretion, determine whether or not any User-Generated Content appropriate and complies with these Terms of Use, or refuse or remove any User-Generated Content that, in our reasonable opinion, violates any NurtureUp policy or is in any way harmful, inappropriate, or objectionable. NurtureUp further reserves the right to make formatting and edits and change the manner any User-Generated Content is displayed on the Website.

(d) Ownership of User-Generated Content. Except for Content that originates from NurtureUp, we do not claim ownership of any Content that is transmitted, stored, or processed in your account. You retain all ownership of, control of, and responsibility for User-Generated Content you post. You may control access to your User-Generated Content through settings in your user account.

(e) License Grant. Solely to allow NurtureUp to use Content you upload to the Service reasonably without violating any rights you have in it, you grant us the following rights: by posting any Content via the Website, you expressly grant NurtureUp and our successors a worldwide, sublicensable, fully-paid and royalty-free, and non-exclusive license to use, reproduce, display, modify, adapt, distribute, and perform the Content in connection with NurtureUp's business purpose. This license does not grant NurtureUp the right to sell User-Generated Content or otherwise distribute it outside of our Website. This license will terminate at the time when the Content is removed from the

Website.

6. Caregiver Users.

(a) No Legal or Contractual Relationship through Website Use. Caregiver Users are independent Professional Caregivers who offer to perform consulting services for prospective Family Clients. They are not employees of NurtureUp. Use of the NurtureUp Website may not form a legal or contractual relationship with Caregiver Users. Information posted or made available on or through the Website, including, without limitation, information in NurtureUp's guides and documents, information posted publicly on the Website; or information sent in an unsolicited message to a User is not intended as professional advice, is not confidential, and does not create a legal or contractual relationship. It is considered User-Generated Content.

(b) Legal or Contractual Relationship through Service Use. A legal or contractual relationship may be formed through the use of the Service between Users and Caregiver Users only. Family Clients may post Jobs through the Service. Caregiver Users may submit Bids and negotiate details of these Jobs prior to acceptance. Upon acceptance, the scope of a Caregiver User's representation is strictly limited to the matter agreed upon in the Bid unless Family Client and Caregiver User subsequently formalize their arrangement via a signed Services Contract or other written agreement, in which case the most recent written agreement would take precedence over a previously accepted proposal. A Bid is not a substitute for an in-person or telephone consultation with Professional Caregiver about your specific needs, and you should not rely upon information contained in a Bid as professional advice. NurtureUp takes every reasonable effort to ensure the privacy of Bids and other personal messages on our Service, but it cannot guarantee confidentiality. Communications requiring confidentiality should take place outside the NurtureUp Service, such as via telephone.

(c) User Responsibilities. Caregiver Users are solely responsible for ensuring that any information, solicitations, or advertisements they post or place on the Website, including without limitation User-Generated Content, and any communications they may have with prospective clients through the Website or the Service, fully comply with all applicable laws and rules of professional conduct, including those concerning the unauthorized practice of law and those regulating the form, manner or content of communications with clients, advertising, or other matters.

(d) Caregiver User Registration and Maintenance.

(i) To become eligible to respond to Jobs, each prospective Caregiver User must first become a "**Verified User**" by (A) providing proof of valid professional license, certificate and/or registration in good standing with the applicable governing body in an email to hello@nurtureup.com, (B) providing proof of professional insurance (if applicable) to NurtureUp in an email to hello@nurtureup.com, and (C) paying the applicable fee to a third-party provider (arranged by NurtureUp) to conduct a background check.

(ii) Each Caregiver User must maintain the documents referenced in subsections 6(d)(i)(a) and 6(d)(i)(b) above by emailing annual proof of good standing for each document to info@nurtureup.com.

(e) Payment of Caregiver Users. Certain specific terms govern Caregiver Users and payment.

(i) NurtureUp Is Not A Party to Contracts. Family Clients may engage with Caregiver Users through posting and acceptance of Jobs via form Services Contracts provided as part of the Service. Such Services Contracts are solely between the Family Client and the Caregiver User. NurtureUp will not be a party to any contracts for Jobs submitted through our

Service, unless posted by an NurtureUp officer. NurtureUp facilitates these contracts by supplying a platform for communication management and payment tools.

(ii) All Professional Caregiver Fees Are Paid to Caregiver Users. NurtureUp does not provide Professional Caregiver services and does not charge for Professional Caregiver services. Payments made to Caregiver Users via NurtureUp's billing platform are transferred directly to the Caregiver User's payment account, less (A) 15% of the total fees paid by Family Client to Caregiver User and (B) any associated service and processing fees through our payment processing service Stripe (e.g. credit card fees).

(iii) Caregiver Users Shall Receive Payment Through the Service for All User Transactions. As a Caregiver User of NurtureUp, you agree to process all deposits, invoices, and all amounts billed to any Family Clients at all times ("**Payments**") on the NurtureUp platform. You agree to process such Payments through the NurtureUp platform even if the Family Clients request that you perform a different assignment or matter from the job request posted via NurtureUp. If a Family Client is either unwilling or unable to make payment via NurtureUp, Caregiver User agrees to notify NurtureUp of any new payment arrangement. Payment by a Family Client to Caregiver User, made outside of the service without prior notification to NurtureUp, constitutes a full waiver by both parties of any NurtureUp payment guarantees or dispute protections as discussed in Sections 14 and 15 below, even as they may relate to prior payments made within the service.

(f) Promotional Codes and Credits. NurtureUp may, in its sole discretion, create promotional codes that may be redeemed for account credit, or other features or benefits related to a Caregiver User's services, subject to the following terms and any additional terms that NurtureUp establishes on a per promotional code basis ("**Promo Codes**"). Certain specific terms govern Caregiver Users and payment.

(i) Use of Promo Codes Does Not Imply an legal or contractual relationship. From time to time, Family Clients may have access to discounts supplied by NurtureUp which, in part, use NurtureUp's funds to pay for a portion of fees paid by Family Clients to Caregiver Users. The use of such coupons does not imply any legal or contractual relationship between NurtureUp and the Caregiver Users where a coupon is used for any paid billings from a Family Client.

(ii) Promo Codes must be used by their intended audience, for their intended purpose, and in a lawful manner.

(iii) Promo codes may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public forum or otherwise), unless expressly permitted by NurtureUp. Promo Codes have no cash value and may expire or be disabled by NurtureUp at any time, for any reason, prior to your use. NurtureUp reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that NurtureUp determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms.

7. **Contingent Recruiting.**

(a) In the event that Family Client employs any Caregiver User as a full-time employee, Family Client will pay NurtureUp a fee equal to the Caregiver User's first year salary under the Family Client's employment multiplied by the "**Recruiting Fee Percentage**".

(b) The Recruiting Fee Percentage shall be equal to (i) 25% if the Caregiver User

becomes a full-time employee within 12 months of the Effective Date, OR (ii) 10% if the Caregiver User becomes a full-time employee 12 months after the Effective Date.

8. **Deposits; Cancellations; Disintermediation Policy and Fees.**

(a) Each Family Client hiring a Professional Caregiver providing labor doula services through NurtureUp must pay a 50% deposit on such services prior to the commencement of the Job.

(b) A Family Client may not cancel a Job with less than 48 hours' written notice (or via any additional methods to cancel as provided on the Site). Any Family Client that cancels with less than 48 hours' written notice will be charged 50% of the Fees agreed upon between the Family Client and the Professional Caregiver.

(c) The parties acknowledge that NurtureUp uses substantial labor and effort to connect Family Client with NurtureUp's Caregiver Users. Except as provided in section 8(a) and 8(b), above, Family Client represents and warrants that it will not circumvent or attempt to circumvent NurtureUp or this Agreement, or in any way procure services from a Caregiver User outside of the NurtureUp Platform, without NurtureUp's prior written consent. Should Family Client breach its warranty in this section, Family Client shall pay NurtureUp a one-time fee equal to the greater of: (1) 2 times the fees of the job performed by the Caregiver User; (ii) 25% of Caregiver User's estimated annual compensation from Family Client; or (iii) \$12,500. Upon payment of the aforementioned fees described in this Section, NurtureUp shall provide written consent for the Caregiver User to provide professional services to Family Client off of the NurtureUp Platform. This Section 8 shall not apply to a Family Client who has a demonstrable history of obtaining Professional Caregiver services from Caregiver User, prior to the Effective Date of this Agreement.

(d) At NurtureUp's discretion, any Caregiver Users engaging Family Clients such as to cause a violation of Section 8(c) above may have substantial restrictions placed on their account, which may meaningfully limit their usage of NurtureUp

9. **Third Party Content.** There may be content from third parties on NurtureUp's website, such as blog posts written by other users or links to other websites. Because we cannot control that content, we are not responsible for that content or for the websites that content may link to.

(a) **Access to Third Party Content.** By using the Service, you will be able to access Content belonging to or originating from third parties ("**Third-Party Content**"). Your use of the Service is consent for NurtureUp to present this Content to you. You acknowledge all responsibility for, and assume all risk for, your use of Third-Party Content.

(b) **No Responsibility for Third Party Content.** As part of the Service, NurtureUp may provide you with convenient links to third party website(s) as well as other forms of Third-Party Content. These links are provided as a courtesy to Service subscribers. We have no control over third party websites or content or the promotions, materials, information, goods or services available on them. By linking to such content, we do not represent or imply that we adopt or endorse, nor are we responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than NurtureUp. We are not responsible for any Third-Party Content accessed through our Website. If you decide to leave the Website and access Third Party Content, you do so at your own risk and you should be aware that our terms and policies no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any such content.

(c) **No Authorization to Use Third Party Content.** This Agreement does not authorize you to distribute, publicly display, publicly perform, make available, alter, or otherwise use any Third-Party Content except as permitted by NurtureUp's terms and conditions.

10. **Copyright Infringement and DMCA Policy.** If you believe that material located on or linked to by NurtureUp violates your copyright, please notify NurtureUp in accordance with our Digital Millennium Copyright Act Policy.

(a) Termination of Repeat Infringer Accounts. NurtureUp respects the intellectual property rights of others and requests that our Users do the same. Pursuant to 17 U.S.C. 512(i) of the United States Copyright Act, we will terminate a User's access to and use of the Website if, under appropriate circumstances, the user is determined to be a repeat infringer of the copyrights or other intellectual property rights of NurtureUp or others. We may terminate access for participants or users who are found repeatedly to provide or post protected third-party content without necessary rights and permissions.

(b) DMCA Take-Down Notices. If you are a copyright owner or an agent of a copyright owner and believe, in good faith, that any materials provided on the Service infringe upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act (see 17 U.S.C 512) ("**DMCA**") by sending a properly formatted take-down notice in writing to hello@nurtureup.com.

(c) Response To DMCA Take-Down Notices. If NurtureUp takes action in response to an infringement notice, it will make a good faith attempt to contact the party that made such content available by means of the most recent email address, if any, provided by that party to NurtureUp. Any DMCA infringement notice may be forwarded to the party that made the content available or to third parties such as ChillingEffects.org.

(d) Counter-Notices. If you believe that your User-Generated Content that has been removed from the Website is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content you submitted to the Website, you may send a properly formatted counter-notice to NurtureUp's copyright agent using the contact information set forth above.

(e) Response to DMCA Counter-Notices. If a counter-notice is received by NurtureUp's copyright agent, NurtureUp may send a copy of the counter-notice to the original complaining party informing such person that it may reinstate the removed content in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content will be reinstated on the Website in 10 to 14 business days after receipt of the counter-notice.

11. **Intellectual Property Notice.** NurtureUp retains all ownership of our intellectual property, including our copyrights, patents, and trademarks.

(a) NurtureUp retains ownership of all intellectual property rights of any kind related to the Website and Service, including applicable copyrights, patents, trademarks and other proprietary rights. Other trademarks, service marks, graphics and logos used in connection with the Website and the Service may be the trademarks of other third parties. This Agreement does not transfer from us to you any NurtureUp or third-party intellectual property, and all right, title, and interest in and to such property will remain (as between the parties) solely with us. We reserve all rights that are not expressly granted to you under this Agreement.

(b) Specifically, NurtureUp, NurtureUp.com, and all other trademarks that appear, are displayed, or are used on the Website or as part of the Service are registered or common law trademarks or service marks of NurtureUp Inc. These trademarks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from NurtureUp, except as an integral part of any authorized copy of the Content.

12. **Email Communications.** We use email and electronic means to stay in touch with our users.

(a) **Electronic Communications Required.** For contractual purposes, you (i) consent to receive communications from NurtureUp in an electronic form via the email address you have submitted or via the Service; and (ii) agree that all Terms of Use, agreements, notices, disclosures, and other communications that NurtureUp provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. This section does not affect your non-waivable rights.

(b) **Legal Notice to NurtureUp Must Be In Writing.** Communications made through email or the Service's private messaging system will not constitute legal notice to NurtureUp or any of our officers, employees, agents or representatives in any situation where notice to NurtureUp is required by contract or any law or regulation.

13. **Termination.** As further defined herein and subject to the Addendum, you may cancel this Agreement and close your account at any time. The foregoing termination for convenience does not apply to Caregiver User's Membership Subscription per the terms of the Addendum. Termination of the NurtureUp Service does not terminate obligations between a Caregiver User and Family Client.

(i) **You May Terminate This Agreement.** If you wish to terminate this Agreement or your account with the Service, you may simply discontinue using NurtureUp. If you wish to delete your User account data, please contact NurtureUp at hello@NurtureUp.com. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements, but barring legal requirements, we will delete your full profile within 30 days.

(ii) **NurtureUp May Terminate This Agreement.** NurtureUp may terminate your access to all or any part of the Website at any time, with or without cause, with or without notice, effective immediately.

(iii) **Some Provisions Survive Termination.** All provisions of this Agreement which by their nature should survive termination will survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

14. **Payment and Transactions.**

(a) **Payment Process.** As further defined herein and in the Addendum, payment will be processed as specified in the proposal and/or invoice and agreed upon by the Family Client and the Caregiver User. When a Job (or a segment thereof as pre-agreed in writing by the Family Client and the Caregiver User) is marked as completed by the Caregiver User, NurtureUp will inform the Family Client that the Job (or a segment thereof as pre-agreed in writing by the Family Client and the Caregiver User) is complete. The Family Client must then pay the agreed-upon amount or request changes. If the Family Client has taken no action after 24 hours, NurtureUp will have the right to charge the Family Client's credit card, bank account, or PayPal account for the full amount of the agreed-upon fee or undisputed invoice, including applicable service or processing fees. The Family Client may submit disputes over payment to info@NurtureUp.com provided that he or she adheres to the other conditions set forth in Section 14 (Family Client-Caregiver User Dispute Resolution Procedures).

(b) **Responsibility for Payment.** You are responsible for all fees, including taxes, service, and processing fees, associated with your use of the Service. By using the Service, you agree to pay the Caregiver User through NurtureUp the amount agreed on in the Bid or undisputed invoice, and the associated service and processing fees, unless you dispute the invoice by sending an email to info@NurtureUp.com and adhere to the other conditions set forth in Section 15 (Family Client-Caregiver

User Dispute Resolution Procedures). You are responsible for providing us with a valid means of payment.

(c) NurtureUp's Responsibility. NurtureUp agrees to present you with a full invoice of each charge in advance of charging your credit card. NurtureUp agrees to pay the applicable Caregiver User the amount received, less service or processing fees, if any.

(d) Payment Authorization. By agreeing to these terms and those contained in the Addendum, you are giving NurtureUp permission to charge your on-file credit card, PayPal account, or other approved methods of payment for fees that you authorize NurtureUp to bill, as well as any payments owed for Caregiver User's Membership Subscription. Depending on the Services or Caregiver User's Membership Subscription, NurtureUp may charge you on a one-time or recurring basis. You authorize NurtureUp to charge you the full amount owed to any Caregiver User via the Service, as well as any applicable service and processing fees. For the avoidance of doubt, in the event that in a particular instance a Caregiver User only uses the Services to invoice you for legal services other than those which are the subject of a Bid, by placing your credit card or PayPal account on file with NurtureUp or our third-party payment processor, you acknowledge and agree that the payment terms set forth in this Section 14 shall apply.

15. **Family Client-Verified Caregiver User Dispute Resolution Procedures**. In the event that a Family Client has a good faith belief that the nature or quality of the professional services rendered by a Verified Caregiver User in connection with the relevant Job are not consistent with industry standards or the provisions of the related Bid or these Terms and Conditions, or the amounts invoiced for the legal services provided by such Caregiver User are not consistent with such Bid (such matter, a "**Services-Related Disputed Matter**"), he or she shall be permitted to withhold payment of any disputed amounts which are the subject of such matter (the "**Withheld Payment Amounts**"), subject to the following terms and conditions (the "**Withheld Payment Amount Conditions**"):

(a) Within 24 hours of the date of the related invoice (such period, the "**Family Client Dispute Notice Period**"), the Family Client shall provide written notice to NurtureUp setting forth in reasonable detail the facts and circumstances which are the basis of the Services-Related Disputed Matter (each, a "**Services-Related Dispute Notice**"). The Family Client's failure to submit a Services-Related Dispute Notice within the Family Client Dispute Notice Period shall constitute such Family Client's permanent waiver of his or her right to dispute the Withheld Payment Amounts, which amounts will be charged to the Family Client's on-file credit card, PayPal account, or other approved methods of payment in accordance with Section 13(d) of these Terms of Use.

(b) In the event that the Family Client does submit a Services-Related Dispute Notice within the Family Client Dispute Notice Period, and such request contains the information set forth in Section 15(a) above, NurtureUp will attempt in good faith to work with the Family Client and Verified Caregiver User for a period of up to 15 calendar days from the date of the Services-Related Dispute Notice (such period, the "**Services-Related Disputed Matter Mediation Period**") to resolve the Services-Related Disputed Matter. In the event that the Services- Related Disputed Matter is successfully resolved within the Services-Related Disputed Matter Mediation Period, each of the Family Client, Verified Caregiver User and, if relevant, NurtureUp will take the agreed upon steps to execute the agreed-upon resolution.

(c) In the event that the Services-Related Disputed Matter remains unresolved at the conclusion of the Services-Related Disputed Matter Mediation Period, by no later than the fourteenth (14th) calendar day after the end of the Services- Related Disputed Matter Mediation Period, NurtureUp shall make a determination in its sole and absolute discretion (the "**NurtureUp Services- Related Disputed Matter Decision**"), and based upon the information theretofore provided by the Family Client and Verified Caregiver User, as to whether the nature and quality of the professional services rendered in

connection with the Job which is the subject of the Services-Related Disputed Matter were consistent with industry standards, the provisions of the related Bid and these Terms and Conditions. Should NurtureUp decide the Services-Related Disputed Matter in favor of the Verified Caregiver User, the Family Client shall be obligated to make payment of the Withheld Payment Amounts to such Caregiver User within the 7 calendar day period after the date on which such Family Client is notified in writing of the NurtureUp Services-Related Disputed Matter Decision (the “**NurtureUp Services-Related Disputed Matter Decision Notice**”). In the event that the Family Client fails to make timely payment, NurtureUp will remit the Withheld Payment Amounts to the Verified Caregiver User who will assign his or her rights to reimbursement for such amounts to NurtureUp which may, in its sole discretion, process payment pursuant to Section 13.d and/or elect to pursue its rights and remedies against the Family Client.

(d) Should NurtureUp decide the Services-Related Disputed Matter in favor of the Family Client, the Family Client shall no longer be obligated to make payment of the Withheld Payment Amounts to the Verified Caregiver User and shall be deemed to have assigned all of his or her rights with respect to the Services- Related Disputed Matter to NurtureUp. In such event, the Verified Caregiver User shall (i) be deemed to have waived his or her rights to seek such amounts from the Family Client, and (ii) have the right to initiate binding arbitration proceedings with respect to the Withheld Payment Amounts against NurtureUp which are equivalent to those proceedings set forth in Section 21.d. hereof (Arbitration) by providing NurtureUp with written notice of his or her exercise of such right within ten (10) calendar days after the date of the Services-Related Disputed Matter Decision Notice (such period, the “**Services-Related Arbitration Election Time Period**”). In the event that the Verified Caregiver User does not exercise his or her right to initiate arbitration proceedings during the Services-Related Arbitration Election Time Period, he or she shall be deemed to have permanently waived his or her right to payment of the Withheld Payment Amounts.

(e) In the event that the Verified Caregiver User and Family Client have both timely availed themselves of the rights set forth in Section 14 and Section 15, the procedures set forth in Section 15 shall take precedent over the proceedings set forth in Section 14 and the Verified User Consultant agrees to permanently waive his or her right to pursue his or her rights set forth in Section 13 with respect to the facts and circumstances underlying the Payment-Related Disputed Matter. The procedures set forth in this Section 15 shall be referred to herein as the “**Alternative Dispute Resolution Procedures**”.

16. **Disclaimer of Warranties.** We provide our service as is, and we make no promises or guarantees about this service. Please read this section carefully; you should understand what to expect.

(a) NurtureUp provides the Website and the Service “as is,” without warranty of any kind. Without limiting the foregoing, NurtureUp expressly disclaims all warranties, whether express, implied or statutory, regarding the Website and the Service including, without limitation, any warranty of merchantability, fitness for a particular purpose, title, security, accuracy and non-infringement.

(b) Specifically, NurtureUp makes no representation or warranty that the information we provide or that is provided through the Service is accurate, reliable or correct; that the Service will meet your requirements; that the Service will be available at any particular time or location, that the Service will function in an uninterrupted manner or be secure; that any defects or errors will be corrected; or that the Service is free of viruses or other harmful components. You assume full responsibility and risk of loss resulting from your use of information, content or other material obtained from the Service. Some jurisdictions limit or do not permit disclaimers of warranty, so this provision may not apply to you.

17. **Limitation of Liability.** We will not be liable for damages or losses arising from your use of the service or arising under this Agreement. Please read this Section 17 carefully; it limits our obligations to you. To the extent permitted by applicable law, in no event will NurtureUp be liable to you for any loss of profits, use, or data, or for any incidental, indirect, special, consequential or exemplary damages, however arising, that result from (i) the use, disclosure, or display of your User-Generated Content; (ii)

your use or inability to use the Service; (iii) the Service generally or the software or systems that make the Service available; or (iv) any other interactions with NurtureUp or any other User of the Service, whether based on warranty, contract, tort (including negligence) or any other legal theory, and whether or not NurtureUp has been informed of the possibility of such damage, and even if a remedy set forth in this Agreement is found to have failed of its essential purpose. NurtureUp will have no liability for any failure or delay due to matters beyond our reasonable control. Some jurisdictions limit or do not permit disclaimers of liability, so this provision may not apply to you.

18. Third Party Beneficiaries. Caregiver Users are intended third-party beneficiaries of this Section 18 of the Terms of Use. Any legal information provided on the Service is for informational purposes only. NurtureUp and any creator of User-Generated Content containing legal information disclaim all warranties, either express or implied, statutory or otherwise, including but not limited to the implied warranties of merchantability, non-infringement of third parties' rights, and fitness for particular purpose, to the fullest extent permitted by law. In no event will NurtureUp or a Caregiver User be liable for any damages (including, without limitation, incidental and consequential damages, personal injury / wrongful death, lost profits, or damages resulting from lost data or business interruption) resulting from the use of or inability to use the Service or the User-Generated Content, whether based on warranty, contract, tort, or any other legal theory, and whether or not NurtureUp or contributors of User-Generated Content are advised of the possibility of such damages. Neither NurtureUp nor contributors of User-Generated Content are liable for any personal injury, including death, caused by your use or misuse of the Service or User-Generated Content.

19. Release and Indemnification.

(a) You agree to indemnify and hold harmless NurtureUp from and against any and all claims and expenses, including attorneys' fees, arising out of your use of the Website and the Service, including but not limited to your violation of this Agreement.

(b) If you have a dispute with one or more Users, you release NurtureUp from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes. If you are a California resident, you waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

20. Modification of Terms of Use. NurtureUp may amend this Agreement from time to time, and in NurtureUp's sole discretion. We will provide notification to Users of material changes to this Agreement (i) by sending a notice to the primary email address specified in your account, which will take effect immediately upon our sending of this email, and/or (ii) through our Website at least 30 days prior to the change taking effect by posting a notice on our home page. Non-material changes to this Agreement will take effect immediately. We encourage visitors to frequently check this page for any changes to this Agreement. Your continued use of the Service after the effective date of a revised version of this Agreement constitutes your acceptance of its terms.

21. Dispute Resolution and Arbitration Agreement.

(a) NurtureUp is committed to participating in a consumer-friendly dispute resolution process. This Dispute Resolution and Arbitration Agreement shall apply if your (i) Country of Residence is in the United States; or (ii) your Country of Residence is not in the United States, but bring any claim against NurtureUp in the United States (to the extent not in conflict with this Section 21).

(b) Pre-Arbitration Dispute Resolution and Notification. Prior to initiating an arbitration, you and NurtureUp each agree to notify the other party of the dispute and attempt to negotiate an

informal resolution to it first. We will contact you at the email address you have provided to us; you can contact NurtureUp's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

(c) Agreement to Arbitrate. You and NurtureUp mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement or interpretation thereof, or to the use of the NurtureUp Service (collectively, "**Disputes**") will be settled by binding arbitration (the "**Arbitration Agreement**"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and NurtureUp agree that the arbitrator will decide that issue.

(d) Exceptions to Arbitration Agreement. You and NurtureUp each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

(e) Modification to AAA Rules - Arbitration Hearing/Location. In order to make the arbitration most convenient to you, NurtureUp agrees that any required arbitration hearing may be conducted, at your option, by telephone, online, or based solely on written submissions; (b) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

(f) Modification of AAA Rules – Attorneys' Fees and Costs. You and NurtureUp each agree that either party may be entitled to seek an award of attorney fees and expenses if they prevail in arbitration, to the extent provided under applicable law and the AAA rules.

(g) Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

(h) Jury Trial Waiver. You and NurtureUp acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

(i) No Class Actions or Representative Proceedings. You and NurtureUp acknowledge and agree that we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney-general action, or any other representative proceeding as to all Disputes. Further, unless you and NurtureUp both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If this paragraph is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute.

(j) Severability. In the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

(k) Changes. Notwithstanding the provisions (“**Modification of these Terms**”), if NurtureUp changes this Section 21 (“**Dispute Resolution and Arbitration Agreement**”) after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within three (3) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of NurtureUp’s notice to you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and NurtureUp in accordance with the provisions of the “Dispute Resolution and Arbitration Agreement” section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

22. **Miscellaneous**. This Agreement is controlled by Delaware law. You, and you alone, are responsible for any obligations you agree to under this contract. If we are involved in a merger or we are bought, we may transfer this Agreement, as long as your rights are protected. You may only agree to these terms if you are able to form a binding contract in your state. These terms, including our Privacy Policy, are the complete agreement between us, and no other terms apply.

(a) Governing Law. Except to the extent applicable law provides otherwise, this Agreement between you and NurtureUp and any access to or use of the Website or the Service are governed by the federal laws of the United States of America and the laws of the State of Delaware, without regard to conflict of law provisions. You and NurtureUp agree to submit to the exclusive jurisdiction and venue of the courts located in the City of Middletown Delaware and County of New Castle, Delaware, except as provided below in this Agreement.

(b) Severability. If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed to reflect the parties’ original intent. The remaining portions will remain in full force and effect. Any failure on the part of NurtureUp to enforce any provision of this Agreement will not be considered a waiver of our right to enforce such provision. Our rights under this Agreement will survive any termination of this Agreement.

(c) Limitation of Term of Action. You agree that any cause of action related to or arising out of your relationship with NurtureUp must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

(d) Non-Assignability. NurtureUp may assign or delegate these Terms of Use and/or the NurtureUp Privacy Policy, in whole or in part, to any person or entity at any time with or without your consent. You may not assign or delegate any rights or obligations under the Terms of Use or Privacy Policy without NurtureUp’s prior written consent, and any unauthorized assignment and delegation by you is void.

(e) Section Headings and Summaries Non-Binding. Throughout this Agreement, each section includes titles and brief summaries of the following terms and conditions. These section titles and brief summaries are not legally binding.

(f) Complete Agreement. These Terms of Use and the Addendum, together with the Privacy Policy at <https://www.NurtureUp.com/privacypolicy>, represent the complete and exclusive statement of the agreement between you and NurtureUp. This Agreement supersedes any proposal or prior agreement oral or written, and any other communications between you and NurtureUp relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by an authorized NurtureUp executive, or by the posting by NurtureUp of a revised version.

(g) Authorization to Contract. You represent and warrant that if you are an individual, you are of legal age to form a binding contract; or that if you are registering on behalf of an entity, that you are authorized to enter into, and bind the entity to, these Terms of Use and register for the Service.

You acknowledge that you have read these Terms of Use, understand the Terms of Use, and will be bound by these terms and conditions.