

TERMS OF USE FOR CLIENTS

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

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

1. **Access.** Company is a lead generation entity that provides access (“**Access**”) to proprietary information technology applications (“**Applications**”), including but not limited to, a website and mobile application, which permit Clients to obtain leads to locate and engage in relationships with independent providers (“**Providers**”) who can provide certain babysitting, child care, tutoring, pet care, and other general services (“**Services**”). The Access provided herein includes use of the Company’s Applications, through which Client may locate and interact with for the purpose of hiring Providers to provide schedule Services (each such engagement, an “**Engagement**”). The Company may add or remove access to certain Providers or Services at any time and in its sole discretion. In consideration for the Access, Client shall pay to the Company an annual subscription fee of seventy five dollars (\$75). Increased to (\$99) effective January 1, 2022. (the “**Registration Fee**”), and any applicable access and/or scheduling fees as set forth on the Company’s Applications (“**Scheduling Fees**,” together with the Registration Fee, “**Company Fees**”).
2. **Relationship with Providers.** Client acknowledges and agrees that it shall have a direct relationship with Provider relating to the provision of Services. Any amounts owed to Providers, including but not limited to hourly fees, mileage fees, and cancellation fees (collectively, the “**Provider Fees**”), shall be paid directly to Providers. After payment of the Registration Fee, and so long as Client satisfies the Client obligations hereunder, Client will have Access at Client’s convenience and

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

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

- h. *Client authorizes the Company and Providers to contact, or otherwise respond to requests from, local law enforcement or other emergency service providers in their reasonable judgment and discretion.*
- i. *Client agrees to provide a clean home environment that does not deter the providers ability to provide care.*

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

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

5. **Enforcement.** *The covenants contained in this Agreement and in Section 4 shall be construed as independent of any other provisions or covenants, and the existence of any claim or cause of action of the Client against the Company (whether predicated on this Agreement or otherwise), as well as the actions of Company with respect to enforcement of similar restrictions as to other Clients, shall not constitute a defense to the enforcement by the Company of such covenants. The covenants in Section 4 shall survive termination of Client's relationship with the Company and shall survive termination of this Agreement as set forth therein.*

The Client acknowledges and agrees that the Company has invested great time, effort, and expense in its business and reputation and that the services performed for the Client, and the information to be divulged to the Client, are unique and extraordinary, and agrees that the Company shall be entitled, upon a breach of any covenant of Section 4 of this Agreement, to injunctive relief, or any other remedies available to the Company at law or equity, and the Company shall be entitled to injunctive relief upon posting of a bond of no more than three hundred dollars (\$300.00). Both parties acknowledge and agree that a violation of Section 4 by the Client will cause irreparable harm and financial loss to the Company. Any specific right or remedy set forth in this Agreement, legal, equitable or otherwise, shall not be exclusive but shall be cumulative upon all other rights and remedies set forth herein, or allowed or allowable by this Agreement or by law.

The decision whether to seek enforcement of any of Client's Non-Competition and Non-Solicitation covenants depends on many circumstances. The failure of the Company to enforce any of the provisions of this Agreement, or the provisions of any agreement with any other Client, shall not constitute a waiver or limit any of the Company's rights. Client acknowledges that he or she shall not rely on Company's choice not to pursue legal action against another Client as any indication that the Company would choose not to pursue legal action against Client to enforce the restrictive covenants in this Agreement. By signing below, Client acknowledges that any action taken or not taken by Company with respect to any other Clients shall have no bearing whatsoever on Company's decision to seek legal action to enforce the restrictions in this Agreement against Client.

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

- a. Disclaimer of Warranty. All Providers are classified for employment law purposes as independent contractors of Client, and as such, the Company makes no warranty, express or implied, as to any Provider's ability to perform to the full satisfaction of any individual Client. ALL WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.
 - b. Taxes. Client acknowledges that the Company assumes no responsibility for satisfaction of any tax obligations or liabilities related to the Client's payment of Provider Fees, and that such obligations and liabilities are the exclusive responsibility of Client and Providers.
 - c. FSA or HSA Reimbursement. Client acknowledges that the Company does not have and cannot provide any information regarding Client's payment of Provider Fees, including receipts and tax identification information as may be required for submission of a request for reimbursement of such Provider Fees from a Flexible Spending Account or Health Savings Account for Dependent Care. Client further acknowledges that Providers are under no obligation to provide such information to Client, and that Client is not permitted to contact Providers outside of an Engagement to request such information. The Company may provide, however, upon written request from Client, information regarding Client's payment of Company Fees.
 - d. In the event that this agreement expires, or is terminated by either party, no portion of any payments of any kind whatsoever previously provided hereunder shall be owed or be repayable or refunded to the customer. Credits are applicable only toward future fees for use of the service and are not convertible into cash or any type of refund. Notices of the non-refundable status are provided on the public website located at stlsitter.com.
8. **Release; Waiver of Liability; Indemnification.** Client hereby acknowledges that the Company does not control the manner of, and is not responsible for, the Provider's provision of Services to Client. Further, Client assumes FULL RESPONSIBILITY for, and releases, waives, discharges, and covenants not to sue the Company, its parents, subsidiaries or other affiliates, officers, agents, or employees ("**Releasees**") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage, or injury, including death, that Client or Client's family members or property may sustain in connection with the Access provided hereunder, Client's use of the Company's Applications, or a Provider's provision of Services, regardless of whether such loss is caused by the negligence of the Releasees and whether such liability arises in tort, contract, strict liability, or otherwise. Client also hereby waives its insurers' right to make a claim against the Releasees based on payments by insurers to Client or on Client's behalf

for any reason. Client further covenants and agrees to INDEMNIFY AND HOLD HARMLESS the Releasees from any loss, liability, damage, or costs, including attorneys' fees and court costs, they may incur arising out of or related to the Access provided hereunder, Client's use of the Company's Applications, or a Provider's provision of Services, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. Client expressly binds Client's family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on Client's behalf.

9. **Severability.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
10. **Assignment.** Client shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this Section 10 shall be null and void. No assignment or delegation shall relieve the Client of any of its obligations under this Agreement.
11. **Successors and Assigns.** This Agreement is binding on and ensures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
12. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
13. **No Third-Party Beneficiaries.** This Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
14. **Attorney's Fees And Costs Expenses** In the Event that Client breaches the terms of this Agreement and the Company incurs legal fees and related costs and expenses to enforce any term(s) of this Agreement, including, without limitation, any legal action to obtain injunctive relief, Company shall be entitled to reimbursement by Client of all such legal fees and related costs and expenses incurred.
15. **Governing Law.** All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of

Missouri or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Missouri .

16. **Forum.** *Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding arising from or relating to this Agreement in any forum other than in St Louis County, Missouri.*
17. **Counterparts.** *This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.*
18. **Entire Agreement.** *This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.*

NOTES: Phone calls are recorded for quality assurance: Mo. Rev. Stat. § 542.402.2.

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