

TERMS OF USE

1. Agreement. By using the website located at www.sitternetwork.com and all related webpages (collectively the "Site"), you agree to be bound by all of the terms and conditions of these Terms of Use (the "Agreement"). If you do not agree to abide by and be bound by the terms and conditions set forth in this Agreement, or if you do not understand the terms and conditions set forth in this Agreement, immediately terminate your use of the Site. By using the services provided by Sitter Network (the "Services"), you acknowledge that this Agreement was provided to you and that you had an opportunity to review and decline to accept this Agreement. For purposes of this Agreement, "Sitter Network" means and includes Sitter Network, LLC and its affiliates, subsidiaries, members, employees, agents and representatives.

2. Services. The Services merely offer a venue to connect those seeking child care services ("Seekers") with those seeking to provide child care services ("Providers"). Sitter Network does not employ, recommend or endorse any Seeker or Provider (collectively "Users"), nor is Sitter Network responsible for the conduct of any User. Each User is solely responsible for selecting an appropriate Seeker or Provider for themselves and for complying with all applicable laws in connection with any employment relationship they may establish. You should exercise caution with respect to connecting with, meeting, or engaging with any Seeker or Provider. **ALL USE OF THE SERVICES IS AT YOUR SOLE RISK.**

3. Use of Site. You may not use this Site in any way that causes, or may cause, damage to the Site or impairment of the availability of accessibility of the Site. You may not use this Site in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You may not use this Site to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this Site.

You may not (a) republish material from this Site, (b) sell, rent or sub-license material from this Site, (c) show any material from the Site in public, (d) reproduce, duplicate, copy or otherwise exploit material on this Site for a commercial purpose, or (e) redistribute material from this Site.

4. Use of Services. You agree to use the Services in a lawful manner. Any use of the Services that Sitter Network, in its sole discretion, finds inappropriate and/or offensive may result in suspension and/or termination of your account with or without notice. Sitter Network reserves the right to suspend and/or terminate your account with or without notice

at any time in its sole discretion, for any reason or no reason. In the event of such suspension and/or termination, you agree to make no further use of the Services after termination or during suspension.

5. Records and References. You are solely responsible for obtaining the appropriate criminal records checks and obtaining references and you agree to make your own evaluations, decisions and assessments about whether to engage other Users to perform services, accept any engagements offered by other Users or otherwise interact with other Users. Sitter Network expressly disclaims, and you expressly release Sitter Network from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages arising from and/or in any way related to any misstatements and/or misrepresentations made by any Users.

Sitter Network may utilize or make available to Users through the Services third party consumer reporting agencies that perform, among other things, criminal records checks, sex offender registry checks, motor vehicle records checks and identification verifications (“Background Reports”), but Sitter Network does not automatically run Background Reports on any Users. Sitter Network does not provide, and is not responsible or liable in any manner for, the Background Reports, and it does not endorse or make any representations or warranties regarding the reliability of such Background Reports or the accuracy, timeliness or completeness of any information in the Background Reports. Nor does Sitter Network independently verify information in the Background Reports.

You hereby consent to the collection, use and disclosure of the information in the Background Reports. You understand and agree that Sitter Network may, in its sole discretion, review and rely on the information in the Background Reports in deciding whether to suspend or terminate a User or to investigate a complaint about a User, but that Sitter Network shall not be responsible or liable in any way in the event that any information in the Background Reports about any person, including without limitation you or any other User, is not accurate, timely or complete. If you are the subject of a Background Report, you may contact the third party consumer reporting agency to dispute the accuracy, timeliness or completeness of such information. Sitter Network reserves the right to suspend and/or terminate you or other Users based on information in the Background Reports or for any other reason, or no reason, in Sitter Network’s sole discretion.

Not all arrest logs and records, conviction and correction records, sex offender registries and motor vehicle records are available in all jurisdictions. In many jurisdictions there is a delay before arrest logs and records, conviction and correction records, sex offender registries and motor vehicle records are included in criminal records checks. Offenses for minors may not appear in the public record and are therefore not included in the results. Traffic violations are not included unless a jurisdiction reports them as criminal offenses. In the jurisdictions where traffic violations are reported as criminal offenses, such traffic violations may be included in the results as misdemeanors or felonies.

6. Restricted Access. Access to certain areas of this Site is restricted. Sitter Network reserves the right to restrict access to areas of this Site, or the entire Site, in Sitter Network's sole discretion. If Sitter Network provides you with a user ID and password to enable you to access restricted areas of this Site or other content or Services, you agree that you are responsible for maintaining the confidentiality of such user ID and password, and you further agree that you are fully responsible for all activities that occur under your account.

7. COPPA Compliance. The Services are intended for people 18 and older. Sitter Network does not knowingly collect any information from children under the age of 13. Users are asked to identify their age during the registration process. Sitter Network expressly disclaims, and you expressly release Sitter Network from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss, penalties, damages, arising from and/or in any way related to any misrepresentations regarding the age of any User. Sitter Network reserves the right to suspend and/or terminate with or without notice the membership of any User who it believes has provided false information when registering for and/or using the Services and each User agrees to make no further use of the Services after termination and/or during suspension.

8. User Content. In this Agreement, "User Content" means materials (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this Site, for whatever purpose. You grant to Sitter Network a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your User Content. You acknowledge and agree that your User Content shall not be illegal or unlawful, shall not infringe upon any third party's legal rights, and shall not be capable of giving rise to legal action whether against you or Sitter Network or any third party (in each case under any applicable law).

User Content, including without limitation in connection with Users' profiles, is self-reported and you understand and agree that Sitter Network does not independently verify that any or all of the User Content is appropriate, accurate, timely or complete. You understand and agree that you make your own decisions and assessments about persons to engage or engagements to accept. Sitter Network will not be responsible for the acts of other Users with respect to User Content or otherwise. Sitter Network expressly disclaims, and you expressly release Sitter Network from, any and all liability whatsoever for any controversies, claims, suits, injuries, harm, loss and/or damages, arising from and/or in any way related to any User Content, including without limitation to any acts of or reliance upon by other Users with respect to such User Content and/or any comments made by Users about others.

9. Billing and Payment Policy. By registering for a paid membership, you agree to pay Sitter Network at the prices then in effect. Sitter Network may change the price for a paid membership at any time. If you do not agree to the price change, you must cancel and stop using the Services before the price change takes effect.

To pay the charges for a paid membership, you will be asked to provide a payment method at the time you sign up for the paid membership. By registering for a paid membership, you authorize Sitter Network to charge your chosen payment method in connection therewith. Additionally, you agree to permit Sitter Network to use any updated account information regarding your payment method provided by your issuing bank or the applicable payment network. You agree to keep your billing account and contact information current at all times. Changes made to your billing account won't affect charges we submit to your billing account before we could reasonably act on your changes to your billing account. Sitter Network reserves the right to correct any payment errors even if it has already requested and/or received payment.

You are hereby notified that Sitter Network may use third party payment processing services to process credit card information from time to time. Sitter Network expressly disclaims any and all liability whatsoever for any claims, suits, injuries, loss, harm, disagreements and/or damages, arising from and/or in any way related to Sitter Network's use of third party payment processing services, including without limitation, but not limited to, any damage that may result should any such information be released to any third parties.

Sitter Network may offer free trial memberships or other promotions from time to time. If Users who sign up for such offers continue their membership after the end of the free trial or promotional period, such Users will be charged the price then in effect for a monthly membership to the Services. To avoid such charges, Users with free trial or promotional memberships must cancel their membership prior to the end of the free trial or promotional period.

10. Renewal and Cancellation. Sitter Network may automatically renew and extend for successive renewal periods of the same duration, memberships and other paid features ("Features"). IF YOU HAVE SIGNED UP FOR A MEMBERSHIP OR FEATURE THAT IS SUBJECT TO AUTOMATIC RENEWAL, YOU AGREE THAT THE TERM OF SUCH MEMBERSHIP OR FEATURE WILL BE AUTOMATICALLY RENEWED AT THE END OF EACH TERM UNLESS AND UNTIL YOU CANCEL PRIOR TO THE END OF THE CURRENT TERM. Upon automatic renewal, you authorize Sitter Network to charge your selected payment method the then current applicable fee in accordance with membership plan or Feature you selected.

You may cancel the Services at any time, with or without cause. Upon cancellation, (a) you will not receive a refund at the time of cancellation; (b) you will be obligated to pay all charges made to your billing account for the membership and/or Feature benefits before the date of cancellation; and (c) you will have access to the membership and/or Feature benefits until the end of the then-current membership and/or Feature term, and the membership and/or Feature will not be renewed after that term expires.

Sitter Network is not responsible for and will not reimburse any fees incurred by you from your bank or other financial institution, including without limitation overdraft charges,

insufficient funds charges, interest charges, or finance charges, which may have occurred as a result of charges billed by Sitter Network.

11. No Professional Advice; Information Only. The information on the Site and/or provided through the Services is not intended to constitute advice and shall only be relied upon by you at your own risk. Sitter Network does not guarantee the accuracy or completeness of any information posted on the Site. Any information relied upon by you should be independently verified for accuracy. Be advised that Sitter Network reserves the right to change the content of the Site at any time without prior notice.

12. **Indemnification. UPON ACCEPTANCE OF THIS AGREEMENT, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS SITTER NETWORK, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND ITS VENDORS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES, ARISING OUT OF OR ACCRUING FROM (a) ANY SUBMISSION POSTED BY YOU WHICH INFRINGES OR ALLEGEDLY INFRINGES UPON THE INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY; (b) ANY FALSE OR MISREPRESENTED STATEMENT BY YOU IN CONNECTION WITH THE USE OF THE SITE; (c) BREACH OF THIS AGREEMENT; (d) DISPUTES WITH OR BETWEEN OTHER USERS; (e) USE OF THIRD PARTY PAYMENT PROCESSING SERVICES; (f) VIOLATION OF ANY APPLICABLE LAW OR REGULATION; (g) USE OF ANY INFORMATION IN THE BACKGROUND REPORTS; (h) USE OF ANY SERVICES OR PRODUCTS OR ANY CONTRACTS OR ARRANGEMENTS MADE OR PROVIDED BASED ON INFORMATION, CONTENT AND/OR MATERIALS OBTAINED ON OR THROUGH THE SITE; OR (i) ANY ACTION BROUGHT BY A THIRD PARTY AGAINST SITTER NETWORK OR THE OTHER PARTIES TO BE INDEMNIFIED HEREUNDER, WHICH IN ANY WAY ARISES OUT OF OR RELATES TO YOUR ACCESS TO THE SITE, OR YOUR USE OF THE SITE.**

13. Suspension, Termination, and Amendment. This Agreement, and the rights granted hereunder, including, but not limited to, your membership and the right to use the Site, may be suspended and/or terminated at any time, for any reason or no reason at all, by Sitter Network and without advance notice to you or any other user of the Site. Suspension and/or termination of your membership may include restricting access to and use of the Services and may also include the deletion of the User Content associated with your membership. You agree to make no further use of the Services during suspension or after termination. Sitter Network reserves the right, but does not undertake any duty, to take appropriate legal action, including without limitation the pursuit of civil, criminal and/or injunctive redress against you for continuing to use the Services during suspension or after termination, and you agree that Sitter Network may recover its reasonable attorney's fees and court costs from you for such actions.

In addition, Sitter Network reserves the right to amend this Agreement and modify, add or discontinue any aspect, content or feature of the Site at any time and without notice to you or any user of the Site.

14. Intellectual Property Rights. All intellectual property and intellectual property rights owned or licensed by Sitter Network and which are used in the operation of the Site and the Services, including but not limited to, any patents, copyrights, trademarks, internet domain names, web sites, web pages, URLs (including without limitation, www.sitternetwork.com), directory names or other computer addresses, service marks, trade names (including without limitation, the name “Sitter Network” and any variations thereof), logos, trade secrets, databases, schematics, know how, confidential and proprietary information, inventions, improvements, discoveries, conceptions, ideas, techniques, designs, products, software, diagrams, models and other copyrightable material, whether registered or unregistered, patentable or non-patentable, and any applications therefor (collectively “Proprietary Material”) are owned by Sitter Network or its Users and licensees. This Proprietary Material is protected in all forms, media and technologies now known or hereinafter developed. Sitter Network also owns the coordination, selection, arrangement and enhancement of such Proprietary Materials as a collective work and/or compilation under the United States Copyright Act, as amended. You acknowledge and agree that you may not copy, download, use, redesign, reconfigure, or retransmit anything from the Site and/or anything provided through the Services without Sitter Network's prior express written permission. Furthermore, you acknowledge and agree that you are not allowed to post, distribute or reproduce any User Content that you do not own, or which you do not have permission to use. Violation of this policy may result in copyright, trademark or other intellectual property rights violations and liability, and subject you to termination or suspension from the Services and/or civil and/or criminal penalties.

15. No Third Party Beneficiaries. You understand and agree that, except as otherwise expressly provided in this Agreement, there shall be no third party beneficiaries to this Agreement.

16. Limited License. Subject to the terms and conditions set forth in this Agreement, Sitter Network grants you a personal, nonexclusive, nontransferable, revocable right to use the Services solely for the authorized purposes stated in these Agreement provided that you do not: (a) copy, modify, distribute, create a derivative work of, publicly perform or publicly display the Services or the Proprietary Materials; (b) reverse engineer, reverse assemble or otherwise attempt to discover any source code; (c) modify or attempt to modify the Services in any manner or form; (d) resell or make any commercial use of the Services or the Proprietary Materials; (e) use any data mining, robots, scrapers or similar data gathering or extraction methods; (f) use the Services or the Proprietary Materials other than for their intended purpose; or (g) violate this Agreement. Any use of the Services or the Proprietary Materials other than as specifically authorized herein, without the prior written permission of Sitter Network, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws, including without limitation

copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in this Agreement shall be construed as conferring any license to intellectual property rights, whether by estoppel, implication or otherwise. This license is revocable at any time.

17. Modifications to the Services. Sitter Network reserves the right to modify, change, amend or discontinue entirely all or any portion of the Site and/or Services without notice and without regard to the effects that such modification, change, amendment or discontinuance may have on you or any other User. Under any of the above circumstances, Sitter network shall incur absolutely no liability to you or any other User of the Site and/or Services arising out of or related to such action.

18. No Joint Venture. This Agreement and your use of the Services do not create an independent contractor, partnership, joint venture, employer-employee or franchiser-franchisee relationship between you and Sitter Network. As such, you shall not have, or hold 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 Sitter Network, except as provided herein or authorized in writing by Sitter Network. **Sitter Network is not an employment service or agency, does not serve as an employer of Users and does not recruit Users for employment, secure employment for Users or evaluate or test Users for employment purposes.**

19. Limitations on Use. In the interest of maintaining the performance and availability of the Services and in enforcing this Agreement, Sitter Network reserves the right to place certain limitations on your access to the Services. You acknowledge that this term supersedes any specific offer made by Sitter Network and that these limitations may be enforced in Sitter Network's sole discretion. If you feel that these limitations are interfering with legitimate use of Sitter Network in keeping with the Agreement, you agree to refer this concern to Sitter Network and abide by the determination of Sitter Network.

20. Disclaimer of Warranties. **THE MATERIALS WITHIN THE SITE, THE MATERIALS OF ANY THIRD PARTIES, AND THE SERVICES PROVIDED ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SITTER NETWORK EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON INFRINGEMENT. SITTER NETWORK MAKES NO WARRANTY WITH RESPECT TO THE FUNCTIONALITY OF THE MATERIALS, SERVICES AND PRODUCTS CONTAINED HEREIN OR THAT SUCH MATERIALS, SERVICES AND PRODUCTS SHALL OPERATE UNINTERRUPTED OR BE ERROR FREE OR THAT SUCH MATERIALS, SERVICES AND PRODUCTS WILL BE FREE FROM CORRECTABLE DEFECTS OR THAT THE SITE OR ANY THIRD-PARTY LINKS SHALL BE FREE FROM VIRUSES. YOU AGREE THAT YOU ARE USING THE SITE AT YOUR OWN RISK AND WITHOUT RELIANCE ON ANY STATEMENT, ACT OR OMISSION**

OF SITTER NETWORK WITH RESPECT TO THE SERVICES, THE SITE OR THE USE OF THE SITE. SITTER NETWORK SHALL NOT BE LIABLE FOR, AND YOU EXPRESSLY RELEASE SITTER NETWORK FROM, ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE SERVICES.

21. Assumption of Risk. You assume all risks when using the Services, including without limitation all of the risks associated with any online or offline interactions with other Users. You agree to take all necessary precautions when interacting with other Users.

22. Limitation of Liability. YOU EXPRESSLY RELEASE SITTER NETWORK, FROM ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, LOSSES, HARM AND/OR DAMAGES ARISING FROM AND/OR IN ANY WAY RELATED TO THE SERVICES OR YOUR INTERACTIONS OR DEALINGS WITH SEEKERS OR PROVIDERS, INCLUDING WITHOUT LIMITATION ANY ACTS AND/OR OMISSIONS OF SEEKERS OR PROVIDERS IN ANY WAY USING THE SERVICES, WHETHER ON OR OFF THE SITE. ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICES PROVIDED OR YOUR USE OF THE SITE, THE OPERATION OF THE SITE OR THE FAILURE OF THE SITE TO OPERATE, ANY INFORMATION, SOFTWARE, PRODUCTS, THIRD-PARTY LINKS AND SERVICES OBTAINED THROUGH THE SITE, OR ARISING OUT OF THE USE OF THE SITE, INCLUDING ANY THIRD-PARTY LINKS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CAUSES OF ACTION OF ANY KIND, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR OTHERWISE, AND WHETHER OR NOT SITTER NETWORK HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES. YOU AGREE THAT SITTER NETWORK, ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS AND AFFILIATES, INCLUDING ITS VENDORS, SHALL NOT BE LIABLE TO YOU FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SERVICES AND/OR SITE, INCLUDING YOURSELF. THE EFFECT OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE RIGHTS THAT YOU HAVE PURSUANT HERETO MAY VARY FROM STATE TO STATE. CERTAIN STATES DO NOT PERMIT LIMITATIONS, AS SET FORTH HEREIN, AND, AS SUCH, THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY NOT APPLY TO YOU.

23. Notice. Any notice or other communication to be given hereunder shall be in writing and given by facsimile, postpaid registered or certified mail return receipt requested, or electronic mail to the address listed below.

24. General.

a. The terms and conditions of this Agreement, their application and the rights and responsibilities as between you and Sitter Network shall be governed by the laws of the State of Wisconsin without regard to or application of choice of law principles. Any lawsuit or dispute arising out of or related to this Agreement, the Services, or the Site shall be resolved in a forum consisting of the Brown County Circuit Court in Green Bay, Wisconsin, and in no other forum.

b. If any part of this Agreement is found to be invalid by a court of competent jurisdiction, it shall be enforced to the maximum extent permitted by law and the remaining provisions shall remain in full force and effect.

c. This Agreement constitutes the entire agreement between yourself and Sitter Network with respect to the Services and the Site.

27. Contact. Sitter Network may be contacted at:
By email: info@sitternetwork.com
By phone: (920) 434-3500
By mail: 2368 E. Deerfield Ave., Suamico, Wisconsin 54173