

PREMIER NANNY AGENCY LLC

TERMS OF SERVICE

Last Updated and Effective: May 27, 2024

1. **Acceptance of Terms.** These Terms of Service (“Terms”) are a binding legal agreement between you and Premier Nanny Agency LLC (“Company,” “we,” “us” and “our”). The Terms govern your use of our software applications, resources, and services. The Terms govern all use of the Company services, whether you access it from our website (or any localized version) (“Site”), our mobile applications and mobile websites, other third-party applications, our online or phone support offerings, any other access point we provide to you.

BY AGREEING TO THESE TERMS DURING THE ACCOUNT SIGN-UP PROCESS OR ACCESSING OR USING THE COMPANY WITHOUT AN ACCOUNT, YOU ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, YOU SHOULD NOT ACCEPT THEM, IN WHICH CASE YOU DO NOT HAVE THE RIGHT TO USE THE COMPANY SITE.

Failure to abide by the Terms may result in Company terminating the Services with you, and if that occurs, you must delete/destroy all copies of the App.

2. **Modification of These Terms of Service.** We constantly work to improve our Services and develop new features to make our services better for our customers (“Services”). We may need to change these Terms of Service occasionally to reflect our Services and practices accurately. If we do, those new Terms of Service will supersede prior versions. Unless we say otherwise, changes will be effective upon the “Last Updated” date at the top of this page. Your continued use of the Services is your acceptance of any revisions.
3. **Customer Support.** We will use commercially reasonable efforts to provide technical support services to you. You are solely responsible for all customer service issues relating to your services, including pricing, order fulfillment, order cancellation by you or the customer, returns, refunds and changes, rebates, functionality and warranty, technical support, and feedback about experiences with your staff, policies, or processes.
4. **Refunds.** Currently, the Company does not offer refunds. If there is a situation where you need a refund, please email us at info@premiernannyagency.com so that we may discuss the possibility.
5. **Accuracy.** The Company has tried to ensure that all information on the Website has been evaluated for accuracy when it is submitted. We cannot guarantee that your computer monitor’s display of any color will be accurate. The Company makes no guarantees regarding the results you see from using the information provided on the Website. The Company makes no guarantees regarding results, present or future. The information provided on the Website is provided “as is,” with no representations or warranties, express or implied.

- 6. Authorized Users.** We reserve the right to disable or delete access to the Services and any application programming interface for any user we deem direct competitors, as determined in our sole discretion.
- 7. Your Responsibilities; Use of the Services In Compliance With Laws.** You are solely responsible for ensuring compliance with all laws and regulations. You are responsible for all activities that occur under your account or by your authorized users. Without limiting the foregoing, you will (i) use commercially reasonable efforts to prevent unauthorized control or tampering or any other unauthorized access to, or use of, the Services and notify us immediately of any unauthorized use or security breach; (ii) comply with all local, state, federal, and foreign laws (including laws regarding privacy and protection of personal or consumer information) in using the Services.
- 8. Your Restrictions.** You may not (i) disassemble, reverse engineer, decompile or otherwise attempt to decipher any code with the Services, or modify, adapt, create derivative works based on, or translate the Services; (ii) license, sublicense, sell, rent, assign, distribute, time share transfer, lease, loan, resell for profit, distribute, or otherwise commercially exploit, grant rights in or make the Services or any content offered available to any third-party; (iii) use the Services except as allowed under these Terms of Service or in violation of any laws; (iv) engage in any illegal or deceptive trade practices regarding the Services; (v) get around or disable any security or other technical features or measures of the Services or any other part of the software or attempt to gain unauthorized access to the Services or its related computer systems or networks; (vi) use the Services to transmit infringing, libelous, obscene, threatening, or otherwise unlawful, unsafe, malicious, abusive or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) use the Services to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs or to send spam or otherwise duplicative or unsolicited messages in violation of laws; (viii) interfere with or disrupt the integrity or performance of the Services or third-party data contained; (ix) use any robot, spider, or other automated device, process or means to access, retrieve, scrape or index any part of the Services; or (x) reformat or frame any part of the Services. Although we do not have to monitor your use of the Services, we may do so at our discretion and may prohibit any use of the Services we believe may be (or is alleged to be) in violation of these Terms of Service or applicable laws and regulations. Our enforcement of these Terms regarding the content is at our discretion, and failure to enforce the Terms in one instance does not create a waiver of our right to enforce them. We do not have to retain or give you copies of the content, nor do we have any liability for any deletion, disclosure, loss, or change to your account.
- 9. Reservation of Rights.** No other rights are granted except as stated in these Terms of Service, and nothing conveys any rights or ownership, or license in, or to, the Services or any underlying software or intellectual property. We own all rights, title, and interest, including all intellectual property rights, in the Services and the underlying software, and any updates,

upgrades, modifications, enhancements, improvements or derivative works thereof, and in any idea, know-how, and/or programs developed by us or our authorized users during the performance of the Services.

- 10. Intellectual Property.** The content on the website is owned by or licensed to Company, subject to copyright, trademark, and other intellectual property rights. It is provided to you for informational use only. It may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes without the prior written consent of the Company. The company respects the intellectual property rights of others. If you believe that your work has been infringed, please submit a notice including a description of the work infringed, a description enough to locate the material on the Company website, contact information (including email address), and a signature by the copyright owner. Notices may be sent through the website or emailed to us at info@premiernannyagency.com.
- 11. Fees and Payment.** If you are making payment by credit card, you authorize us or our third-party payment processing service providers to charge your credit card for the price of the Services you have purchased. We reserve the right to change our price list and service offerings, and to institute new charges. Use of the Services by you following such notification constitutes your acceptance of any new or increased charges or prices. If you pay none of the fees or charges due, we reserve the right to engage an attorney or a collections agency to collect the delinquent fees and charges. You agree to pay all fees and costs incurred by the Company with the collection of the delinquent amounts, including without limitation, any court and related costs, attorneys' and/or collections agencies' fees plus interest equal to the lesser of 1.0% per month or the maximum rate permitted by law
- 12. Representations and Warranties.** You represent and warrant that (i) you have all necessary authority to enter and perform your obligations under these Terms of Service without the consent of any third party or breach of any contract or agreement with any third party, and (ii) you will use the Services only for lawful purposes under these Terms of Service, and any policies and guidelines provided to you.
- 13. Disclaimer of Warranties.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO ANY MATTER, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE COMPANY MAKES NO WARRANTY REGARDING THE IMAGES SCANNED VIA THE APP. WE DO NOT WARRANT THAT THE SOFTWARE OR THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS OR THAT THE USE OF THE SOFTWARE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS AND YOUR USE OF SOFTWARE AND SERVICES IS AT YOUR OWN RISK,

INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY LAWS, RULES, OR REGULATIONS. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT. WE EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS, RULES, OR REGULATIONS. THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO ANY FEDERAL OR STATE STATUTES OR REGULATIONS THAT MAY BE APPLICABLE TO YOU. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW. IF YOU ARE DISSATISFIED WITH THE SERVICES OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP USING THE SERVICES.

14. Confidential Information. Neither Party will disclose to any third party any information or materials provided by the other Party and reasonably understood to be confidential (“Confidential Information”) without the other Party’s prior written consent, except as otherwise permitted under these Terms of Service and the Privacy Policy; provided, however, Company or its affiliates may use and disclose your Confidential Information as necessary to provide the Services. The preceding restrictions do not apply to (i) any information in the public domain or already in the receiving Party’s possession, (ii) was known to the receiving Party before the date of disclosure, (iii) becomes known to the receiving Party thereafter from a third-party having an apparent bona fide right to disclose the information, or (iv) Confidential Information that the receiving Party must produce under a court order or a valid administrative subpoena, providing receiving Party provides disclosing Party of a timely notice of the court order or subpoena. You agree to ensure that you keep all passwords and other access information to the Services in strict confidence. This Section will survive termination or expiration of your use of the Services. Please see our Privacy Policy for additional information.

15. Indemnification. You will indemnify Company against all claims and expenses, including reasonable attorney’s fees, due to your uses for which no release was requested in writing from Company or for your uses which exceed authority granted by a release by Company. You further agree to defend, indemnify, and hold harmless the Company, its officers, directors, shareholders, employees, affiliates, and agents, against any claims, damages, obligations, losses, liabilities, costs, debt, and expenses (including attorneys’ fees) arising from: (i) your violation of these Terms; (ii) your violation of any third-party right, including any copyright, access rights, property, or privacy right, resulting from your website or content, or your use of the Company Services, including, without limitation, Company Services’ actions for your benefit; (iii) any other claim that your website or content caused damage to a third party; or (iv) any issue Company was not aware of. You agree that regardless of any third-party services that may be offered to you, Company merely acts as an intermediary between you and the third party and does not endorse the services or will be responsible or liable for that. The company will not be a party to or monitor any interaction

or transaction between you and any third-party services. Any use of third-party services is solely at your own risk and responsibility and may be subject to the legal and financial terms that govern the services.

16. Limitation on Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, ITS OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, OR AGENTS WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES RESULTING FROM (1) ERRORS, MISTAKES, OR INACCURACIES OF OR IN ANY CONTENT; (2) ANY PERSONAL INJURY OR PROPERTY DAMAGE RELATED TO YOUR USE OF THE COMPANY SERVICES; (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY PERSONAL INFORMATION AND/OR OTHER INFORMATION STORED; (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE COMPANY SERVICES; (5) THE USE OR DISPLAY OF ANY CONTENT OR USER CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE PROVIDED VIA THE COMPANY SERVICES; (6) EVENTS BEYOND THE REASONABLE CONTROL OF COMPANY, INCLUDING ANY INTERNET FAILURES, EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EARTHQUAKES, EXPLOSIONS, ACTS OF GOD, WAR, TERRORISM, GOVERNMENTAL ACTIONS, ORDERS OF COURTS, AGENCIES OR TRIBUNALS OR NON-PERFORMANCE OF THIRD PARTIES; AND/OR (7) LOSS OF USE, DATA, PROFITS, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM THE USE OR THE INABILITY TO USE ANY OF COMPANY SERVICES. YOU ACKNOWLEDGE THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR THE COMPANY'S SERVICES TO YOU, AND THE LIMITATIONS WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITIES.

17. Release. Our liability for any claims, injuries, loss, harm, and/or damages related to your interactions or dealings with other users and the acts and/or omissions, whether online or offline, is limited to the amounts and obligations in these terms. You acknowledge that, except to the extent we have liability under any guarantee, your use of this site is at your sole and exclusive risk.

18. Data Protection. You will comply with all privacy, data protection, anti-spam, and other laws, rules, regulations, and guidelines relating to the protection, collection, use, and distribution of Personally Identifiable Information (as defined below) of any person as detailed in the Privacy Policy. If required by data protection legislation or other law or regulation, you will inform third parties you are providing their Personally Identifiable Information to us for processing and will make sure any required third parties have given

their consent to the disclosure and processing. “Personally Identifiable Information” means any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific information, despite the media on which the information is stored (e.g., on paper or electronically).

- 19. Force Majeure:** If we cannot carry out, either in whole or in part, its obligations, we will not be deemed in default during the continuation of the inability, provided that: (i) It is due to an event not within the reasonable control of us which precludes them from carrying out its obligations under this Agreement, including, but not limited to: Acts of God, acts of nature, natural disasters, epidemics, quarantines, public health emergencies, product shortages, transportation shortages, strikes, lock-outs, industrial disturbances, acts of public enemies, insurrections, military action, war, sabotage, riots, civil disturbances, explosions, acts by a governmental authority; (ii) We will provide written notice describing the particulars of the occurrence and the anticipated period of delay; (iii) The suspension of performance is of no greater scope and no longer duration than is reasonably required; (iv) If an event continues over 30 days, we may terminate our obligation.
- 20. Applicable Law.** These Terms of Service and any dispute arising out of or relating to the Services and/or these Terms of Service will be interpreted under the laws of the Commonwealth of Massachusetts, without regard to conflict-of-law provisions. All disputes arising out of or related to these Terms of Service will be subject to the exclusive jurisdiction and venue of the Massachusetts state and federal courts.
- 21. Dispute Resolution.** The Parties will try to resolve any dispute arising out of or relating to the Terms through friendly negotiations between the Parties at least three times. If that fails, then the dispute will be submitted to mediation under any statutory rules of mediation in Massachusetts. The Parties agree that they may go directly to small claims court if the subject matter and the amount in controversy are proper for that venue.
- 22. Severability.** If any provision of these Terms of Service is deemed invalid, then that provision will be limited or eliminated by the court to the minimum extent necessary, and the remaining provisions of these Terms of Service will remain in full force and effect.
- 23. Third-Party Services.** The Services or our website may contain links to other sites, services, and products provided by third parties, which may include our affiliates or subsidiaries. The links are provided for your convenience only. We have no control over the sites, services, and products and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you access the third-party websites or services found within the Services, you do so at your own risk and subject to the terms of use for the websites or services.