

Easel Solutions Term of Use

September 2019

Easel Solutions, Inc. (“**the Company**” or “**We**” or “**Us**”) provides service to Parents and/or Guardians (“**You**” or “**Your**” or “**User**”), subject to the terms and conditions stated in this Terms of Use. **The Company may change these Terms of Use from time to time, without notice, so you should review it periodically.** By using the Company’s services, you agree to be bound by these Terms of Use and any changes to it.

NATURE OF USE

- **What we do:** Easel provides a venue for licensed child care centers (including their associated personnel, “**Care Providers**”) to connect with people who want to use their child care services. The Company is not a referral, matching or placement service and does not provide, refer, place, offer to seek to obtain employment or engagement for any of its Users.
- **Parents Account/Profile Information:** When you create an account with the Company, you will provide the Company with your cell phone number as well as information relating to any and all children for whom they want to book care, which may include a photo of the child, the first name and last name of the child, gender of the child, birth date of the child, allergies of the child, any food restrictions of the child, any activity restrictions of the child, likes, and dislikes of the child, and any medical documentation of the child. We will keep this information confidential and share it only with Care Providers as authorized by you.

RESPONSIBILITIES

- **Accuracy of Information:** You are responsible for providing accurate and complete information as may requested by Care Providers. A failure to provide accurate and complete information would be solely your responsibility.
- **Care Providers:** You are solely responsible for complying with all Care Providers’ policies and procedures. You agree to treat Care Providers with courtesy and respect.
- **No Responsibility to Screen or Verify Information:** The Company does not screen or verify the training or experience of any of the Care Providers.

- **No Representations are Being Made:** The Company makes no further representations about the Care Providers, including but not limited to the Care Providers. You should make your own assessment of the person you decide to interact with, engage or accept services from.
- **The Company is not an Employment Service:** Easel Solutions is not an employment service and does not serve as an employer of any User or Care Provider. **The Company is an independent service provider to both Parents and Care Providers, and as such only functioning as an intermediary between these Users.** As such, Users are solely responsible (and the Company is not responsible), for any tax, withholding or reporting, including, but not limited to, unemployment insurance, social security or payroll withholding tax or income reporting in connection with any services provided by Users. You understand and agree that if the Company is found to be liable for any tax, withholding tax or reporting obligation in connection with any services provided or received by you, then you will immediately reimburse and indemnify the Company for all cost, expenses, and liabilities (including any interest and penalties) relating to the same.
- **Care Providers Rights: Provider or Provider or Care Providers or their employees reserve the right to decline or cancel a booking at any time for any reason. Care Providers may require you to sign additional documents before using the Care Provider's services.**
- **The Company DOES NOT Engage in advertising; Religious Discrimination:** the Company does not directly or indirectly, for itself or for other Users publish, post, broadcast, by any means, maintain, circulate, issue, display, transmit, or otherwise disseminate or place in any manner before the public with reference to an establishment any advertisement that the patronage of any person is not welcome, or is objectionable, or is not acceptable because of a person's religion.

ELIGIBILITY

You represent that you are an individual at least 18 years of age with the legal capacity to enter into a contract with us.

YOU HEREBY RELEASE THE COMPANY AND THE COMPANY'S AFFILIATED PARTIES FROM ANY CLAIMS REGARDING ANY ACTIONS OR OMISSIONS, OR MISSTATEMENTS AND MISREPRESENTATIONS MADE BY ANY CARE PROVIDERS OR THEIR AFFILIATED PARTIES ("Affiliated Parties" means a party's officers, directors, members, agents,

assignees, representatives, marketing partners, licensors, independent contractors, and employees).

DISPUTES

Parents and Care Providers are responsible for resolving any such dispute directly with each other. The Company will not be a party to any such dispute, and the Company will not be obligated to take any action towards the dispute.

If any dispute arises in connection with this agreement, or if the Company becomes involved in any dispute among or between Parents and Care Providers, then the parties will attempt to settle it by mediation in accordance with the American Arbitration Association (“AAA”) under its Commercial Mediation Procedures, or another procedure decided by the parties. The mediation will start, unless otherwise agreed between the parties, within 20 business days of one party issuing a request to mediate to the other. If the dispute is not settled by mediation within 20 business days of commencement of the mediation or within such further period as the parties may agree in writing either party may commence arbitration under the AAA Commercial Arbitration Rules.

LIMITATION OF LIABILITY

IN NO EVENT WILL THE COMPANY OR ITS AFFILIATED PARTIES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF RELATING TO ANY EVENT OR OCCURRENCE RELATING TO YOUR USE OF ANY CARE PROVIDER’S SERVICES OR OCCURRING AT ANY CARE PROVIDER’S PREMISES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM USE OF EASEL SERVICES.

ALSO NOTE, IN NO EVENT WILL THE COMPANY OR ITS AFFILIATED PARTIES BE LIABLE OF INTERACTIONS AND CONDUCT THAT TRANSPIRE IN THE CARE PROVIDER’S PREMISES TOWARDS THE CARE OF A CHILD, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, PHYSICAL AND/OR EMOTIONAL ABUSE, MOLESTATION, NEGLIGENCE, STRUCTURAL DAMAGES, FIRES, NATURAL DISASTERS, SICKNESS AND/OR DISEASES, FOOD POISONING.

1. INDEMNIFICATION

You agree to indemnify, defend and hold harmless the Company and its Affiliated Parties from and against any and all claims, losses, expenses, demands or liability, including attorneys' fees and cost incurred by the Company and its Affiliated Parties in connection with any claim by a third-party (including intellectual property claims arising out of (1) your use or misuse of the Services, (2) your violation of these Term of Services or your violation of any rights of a third-party, (3) your interaction with or conduct towards any Care Providers or other Users, or (4) your violation of any applicable law, rules or regulations. The Company and its Affiliated Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Users.

CHANGE IN OUR TERMS OF USE

We may update our Terms of Use from time to time. If we make material changes to our Terms and Conditions, we will post the new Terms of Use.

CONTACT INFORMATION

To ask questions or comment about this privacy policy and our privacy practices, contact us at: info@easel.care