**Usit Terms of Services & Use**

**READ THE TERMS AND CONDITIONS HEREIN CAREFULLY BEFORE CONTINUING OR USING THE SITE OR ANY SERVICES WITHIN THE SITE (AS DEFINED BELOW).**

**IF YOU ARE REGISTERING FOR ONE OR MORE SERVICES (AS DEFINED BELOW), YOUR CLICKING ON THE BUTTON MARKED "I ACCEPT" AND YOUR CONTINUED USE OF THE SERVICES INDICATES YOUR ACKNOWLEDGMENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT ACCESS THE SITE OR OTHERWISE UTILIZE THE SERVICES.**

**Last updated February 5, 2019**

Welcome to the Usit service (the “Service”). The following Terms of Use apply when you view or use the Service via our website located at [www.Usit.care](http://www.usit.care/) (the “Site”) or by accessing the Service through the application (the “App”) on your mobile device. This is a legal agreement between you and Usit, Inc. (“we”, “us”, or “Usit”).

We may amend these Terms of Use from time to time. When changes are made, we will make the revised version accessible on the Site. Your use of the Site or the Service after such changes have been published constitutes acceptance by you of such changes.

**PRIVACY POLICY**

Usit respects the privacy of its users. Please refer to the Usit Privacy Policy (found here: <https://static1.squarespace.com/static/59a8293acf81e0ee532aa1aa/t/59b7ec7d914e6bd22673f8b2/1505225853653/Usit+Privacy+Policy+2017.pdf>) which explains how we collect, use, and disclose information that pertains to your privacy. When you access or use the Service, you signify your agreement to this Privacy Policy. As a condition of your right to use the Service, you agree to provide us with true, accurate and complete information as required by the registration process, including your legal name, address, telephone number, and e-mail address (collectively, "User Content"), to allow us to share your User Content with third parties for the purpose of verifying the information you provide and to otherwise use such User Content consistent with our **Privacy Policy**. You agree to the terms of our **Privacy Policy**, which is incorporated by reference. We cannot and do not confirm a member's purported identity. To assist, we have established a user-initiated feedback system to help you evaluate the Users you choose to deal with. We also encourage you to communicate directly with potential clients or sitters on our Site. Users agree to exercise their own caution in relation to the identity and reliability of other Users.

**ABOUT THE SERVICE**

The Service provides a forum for parents and guardians (“Parents,” or “Guardians”) to engage with students (“Students,” and collectively with Parents and Guardians, “Users”) in order to procure babysitting and/or caregiving services.

By use of the Service, you acknowledge and understand that Usit does not employ any Users and has no control over the acts or omissions of any Users. Further, Usit is not responsible or liable in any manner for the conduct of any Users or third parties either online, in-person, or otherwise. Usit makes no representations about the Parents or Students. Users are encouraged to exercise caution in their interactions and to conduct their own assessments of individual Users prior to engaging or providing services to other users.

Usit and the Service are merely a platform by which Parents and Students can arrange for caregiving services and to arrange for payment for such services. Usit is not a party to any caregiving arrangement and Usit does not control, supervise or otherwise provide any training or equipment to the Students, and has no control over the quality, legality, or any other aspect whatsoever of the services rendered by Students.

**REGISTRATION; RULES FOR USER CONDUCT AND USE OF THE SERVICE**

To register and use the Service as a Student, you represent and warrant that you (a) are an individual of at least 18 years of age; (b) you possess a verified email address; and (c) you have the legal right to work in the United States. Verification of a Student e-mail address is subject to Usit approval and must be affiliated with a Usit approved college or university.

All Users are required to create a personalized account. Personal accounts will be which includes utilizing your email address as your username and a password to access the Service and to receive messages from Usit and/or other users. You are responsible for ensuring that no unauthorized person or third parties will have access to your username, password or account. It is your sole responsibility to monitor and control access to and use of your username, password and account. Your username, password and account are not transferable. You grant us and all other persons and entities involved in the operation of the Service the right to transmit, monitor, store, retrieve and use your information in connection with the operation of the Site and App. You agree to (a) immediately notify us of any unauthorized use of your username, password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. Usit cannot and will not be held liable for any loss or damage arising from your (or any authorized users') failure to comply with the provisions of this Section.

We reserve the right, for any reason and without notice, in our sole discretion, to terminate, change, suspend, or interrupt access, in whole or in part, to the Service. We further reserve the right to impose additional or other registration, password and other security precautions on access to and use of the Site or the App.

**PERMITTED AND PROHIBITED USE**.

**Permitted Uses.** You may access and use such portions of the Site or the App for which neither registration nor a fee is required as set forth herein. Certain features and functions of the Service may only be accessed after registering within the Service and providing the information requested through the registration process. You may access and use the Site or App and utilize the Services for the following purposes (collectively, "Permitted Uses"):

* share information about yourself to procure sitting jobs;
* request sitters and review information provided by other users of the Site on various sitters;
* learn about sitting opportunities in your area; and
* connect with other families looking for sitting services.

We reserve all rights not expressly licensed. If you desire to access or use any Services, you can do so only if you register with the Site and, if applicable, agree to any Service specific agreements.

Your permission to use the Service is conditioned upon the following Use and Conduct Restrictions. You agree that you will not under any circumstances:

* post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
* use the service for any unlawful purpose and/or for the promotion of illegal activities;
* attempt to harass, abuse, or harm another User or users;
* use another user’s account without permission;
* provide false or inaccurate information when registering an account;
* interfere or attempt to interfere with the proper functioning of the Service;
* make any automated use of the system, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
* bypass any robot exclusion headers or other measures we take to restrict access to the Service or use any software, technology, or device to scrape, spider, or crawl the Service or harvest or manipulate data;
* publish or link to malicious content intended to damage or disrupt another user’s browser or

computer;

* republish or distribute information from the Site (including by posting same on any other Web site) without the Usit’s express written consent;
* modify information from the Site;
* disassemble, decode, decompile, or otherwise reverse engineer the Site, including, without limitation, any interfaces or software programs comprising the Site;
* take any action that would impede or interfere with the operation of the Site or alter the contents of the Site, or alter or interfere with any other content, site or software that Usit owns or controls;
* directly or indirectly, change, recompile, reframe, rent, sell, distribute or publish any of the Site, any database thereon and/or any content thereon, or any portion thereof; or
* use any data mining, robots or similar data gathering and extraction methods with respect to the Site or any portion thereof.

In the event you breach any of the above-referenced restrictions, Usit may, in its sole discretion, with or without notice terminate or suspend your account and/or your access to the Site.

**POSTING AND CONDUCT RESTRICTIONS**.

When you create your own personalized account, you may be able to provide (“User Content”). You are solely responsible for the User Content that you post, upload, link to or otherwise make available via the Service. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. Usit, however, reserves the right to remove any User Content from the Service at its discretion.

The following rules pertain to User Content. By transmitting and submitting any User Content while using the Service, you agree as follows:

* you are solely responsible for your account and the activity that occurs while signed in to or while using your account;
* you will not submit content that is copyrighted or subject to third party proprietary rights, including privacy, publicity, trade secret, etc., unless you are the owner of such rights or have the appropriate permission from their rightful owner to specifically submit such content;
* you will not post information that is malicious, false or inaccurate;
* uploading, posting, emailing, transmitting or otherwise making available any content that is unlawful, harmful, threatening, abusive, libelous, or obscene;
* impersonating any person or entity, or falsely stating or otherwise misrepresenting your affiliation with a person or entity;
* forging headers or otherwise manipulating identifiers in a manner that disguises the origin of any content You transmit through any Communications Service;
* uploading, posting, emailing, transmitting or otherwise making available any content that You do not have a right to make available under any law or under any contractual or fiduciary relationship (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
* uploading, posting, emailing, transmitting or otherwise making available any content that infringes any patent, trademark, trade secret, copyright or other proprietary right of any party;
* uploading, posting, emailing, transmitting or otherwise making available any unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation, without our express written approval;
* gathering for the purpose of "spamming" any email addresses that users post in our chat rooms, forums and other public posting areas;
* uploading, posting, emailing, transmitting or otherwise making available any content or material that contains software viruses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications or other equipment, or to cause a security breach of such software, hardware or telecommunications or other equipment;
* interfering with or disrupting any servers or networks used to provide the Communications Services, or disobeying any requirements, procedures, policies or regulations of the networks we use to provide the Communications Services;
* violating any applicable local, state, national or international law;
* stalking" or otherwise harassing another;
* instigating or encouraging others to commit illegal activities or cause injury or property damage to any person;
* advertising, soliciting business or commercial use, except for the purposes expressly permitted by Usit, such as advertising sitting services and seeking out sitters;
* collecting or storing personal data about other users;
* gaining unauthorized access to our Services, or any account, computer system, or network connected to this Service, by means such as hacking, password mining or other illicit means; or
* obtaining or attempting to obtain any materials or information through any means not intentionally made available through the Membership service.

You hereby affirm we have the right to determine whether any of your User Content submissions are appropriate and comply with these Terms of Service, remove any and/or all of your submissions, and terminate your account with or without prior notice.

You understand and agree that any liability, loss or damage that occurs as a result of the use of any User Content that you make available or access through your use of the Service is solely your responsibility. Usit is not responsible for any public display or misuse of your User Content. Usit does not, and cannot, pre-screen or monitor all User Content. However, at our discretion, we, or technology we employ, may monitor and/or record your interactions with the Service.

**ONLINE CONTENT DISCLAIMER**

Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Usit, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Usit does not guarantee the accuracy, completeness, or usefulness of any information on the Service and neither does Usit adopt nor endorse, nor is Usit responsible for, the accuracy or reliability of any opinion, advice, or statement made by parties other than Usit. Usit takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or sends over the Service. Under no circumstances will Usit be responsible for any loss or damage resulting from anyone’s reliance on information or other content posted on the Service, or transmitted to users.

Though Usit strives to enforce these Terms of Use, you may be exposed to User Content that is inaccurate or objectionable. Usit reserves the right, but has no obligation, to monitor the materials posted in the public areas of the service or to limit or deny a user’s access to the Service or take other appropriate action if a user violates these Terms of Use or engages in any activity that violates the rights of any person or entity or which we deem unlawful, offensive, abusive, harmful or malicious. Usit shall have the right to remove any such material that in its sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, or that might violate the rights, harm, or threaten the safety of users or others. Unauthorized use may result in criminal and/or civil prosecution under Federal, State and local law. If you become aware of misuse of our Service, please contact us at [admin@Usit.care.](mailto:admin@usit.care)

EXCEPT FOR ARRANGING PAYMENT, YOU ACKNOWLEDGE AND AGREE THAT USIT IS NOT INVOLVED IN THE ACTUAL TRANSACTION BETWEEN THE SITTERS PROVIDING BABYSITTING SERVICES AND THE FAMILIES NEEDING BABYSITTING SERVICES, AS A RESULT, USIT HAS NO CONTROL OVER THE QUALITY OR SAFETY (EXCEPT FOR PROVIDING THE RESULTS OF ANY BACKGROUND CHECK) OR CONTENT POSTED BY USERS ON OUR SITE, THE TRUTH OR ACCURACY OF LISTINGS, THE ABILITY OF SITTERS TO SHARE THEIR SERVICES OR THE ABILITY OF RECEIVERS TO RECEIVE SITTING SERVICES. WE CANNOT ENSURE AND DO NOT GUARANTEE THAT A USER OR BROWSER OF OUR SITE WILL ACTUALLY COMPLETE A TRANSACTION OR ACT LAWFULLY IN USING OUR SITE.

When you enter into a transaction you create a legally binding contract with another user. You are responsible for ensuring that you comply with your obligations to that other user. If you do not, you may become liable to that user. You must ensure that you are aware of any laws relevant to you as a provider of the Services or for such other uses you make of the Site. If another user breaches any obligation to you, then you, and not Usit, are responsible for enforcing any rights that you may have. However, Usit will refund your fees paid if another user does not send an item as agreed upon. To the extent that you are required to comply with any federal, state, or local tax laws, you shall be solely responsible for compliance with the same.

Since Usit is not involved in the actual transaction then to the extent permitted by law Usit specifically disclaims all liability for any loss or damage, (actual, special, direct, indirect and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with your transaction.

We may send you communications and notices regarding your transactions and your account on our Site. They do not represent any endorsement, guarantee or legitimization of your transactions. You are responsible for completing all transactions you participate in (including monitoring their status and complying with all relevant legal obligations). Other members sometimes provide us with information about a transaction. We do not control, endorse or approve this information by making it available to you. You may find information posted by other members to be offensive, harmful, inaccurate, or deceptive. Please use caution and common sense, and practice safe purchasing when using our Site.

**FEEDBACK**

Feedback belongs to Usit although we permit you to use it on our Site while you remain a user. You may not use it or deal with it in any way inconsistent with the Terms of Use, without our prior written permission. You acknowledge that we have no control over what other users say about you and that we are not responsible for their ratings. But we ask all Users to be fair and reasonable about their feedback on other Users in order to maintain the integrity of the system.

You may not do (or omit to do) anything that may undermine the integrity of the feedback system. We are entitled to suspend or terminate your use of the Site at any time if we, in our sole and absolute discretion, are concerned by any feedback about you, or your feedback rating or any feedback given by you.

You acknowledge that your feedback consists of ratings left by other Users and a composite feedback score compiled by Usit, and that the composite number without the relevant comments does not convey your full user profile. Because feedback ratings belong to Usit and are not designed for any purpose other than facilitating the procurement of Services between the Site’s users, You may not use Your feedback (including, but not limited to, marketing or exporting Your rating or feedback comments) in any real or virtual venue other than a website operated by Usit.

We do not provide the technical ability to allow you to import feedback from other websites to the Site because a composite score, without the corresponding feedback, does not reflect your true online reputation within our community.

Any feedback scores may be amended at any time in the absolute discretion of Usit.

**DISPUTES BETWEEN MEMBERS**

Action initiating a dispute should be taken as soon as possible after receiving the Services, if you are a receiver, or as soon as possible after providing the Services, if you are a provider (the “Cause of Action”). At first instance it is the responsibility of the aggrieved user to the dispute to contact the other and work out a solution. Often problems arise because of a misunderstanding and can be resolved by subsequent clear communication. The users should confirm the dispute resolution with Usit together with any agreed reallocation of funds.

**PAYMENTS**

You agree to pay all applicable Service fees including applicable fees and taxes. Currently, the Service fees are $2.99 for sitters per job and 17% of the total amount paid to a sitter per job from any guardian, provided however, such Service fees are subject to change in Usit’s sole discretion. Failure to pay the associated Service fees may result in termination of your access to the Service. Usit is not responsible for storing any of your payment information. Payments will be made through PayPal’s service and you will be subject to their terms of use as noted herein. PayPal’s privacy information is listed in Usit’s privacy policy.

**BACKGROUND CHECKS**

Usit may perform background checks on all applicants who are interested in providing babysitting services through Usit’s Service. The background check will be completed by a third party provider that applicant will be directed to and the applicant will be subject to the third party’s terms as noted herein. Usit will not have access to any information provided to the background check provider. The Background check is done through Checkr and will include a SSN Trace and County Criminal Report. Please note that the CCR report will only check the latest/current address that the person has been registered to live in, not all addresses in the last 7 years. The check does not include the Sex Offender Check which checks an applicant's information against the Sex Registry. If any sitter elects to undergo a background check and fails the same, such sitter shall be ineligible for registration on the Site and shall not be able to provide Services. Usit does not have any responsibility for, nor is Usit liable for any information provided by the User to Checkr. Usit’s obligations shall be limited to remitting payment to Checkr once payment is received by the User.

**LICENSE GRANT**

By posting any User Content via the Service, you expressly grant, and you represent and warrant that you are the owner of such User Content and/or have a right to grant, to Usit, and anyone affiliated with and permitted by Usit, a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, publicly perform, publicly display, and make derivative works of all such User Content and your name, voice, and/or likeness as contained in your User Content, if applicable, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service.

**INTELLECTUAL PROPERTY**

You acknowledge and agree that we and our licensors retain ownership of all intellectual property rights of any kind related to the Service, including applicable copyrights, trademarks and other proprietary rights. Other product and Usit names that are mentioned on the Service may be trademarks of their respective owners. We reserve all rights that are not expressly granted to you under this Agreement.

**TRADEMARK PROTECTION**

Usit is a registered service/trademark of the Usit, Inc. All other trademarks referred to on this Site are service/trademarks of their respective owners. You may not use any trademark or service mark appearing on the Site without the prior written consent of the owner of the mark.

No Framing. Without our prior written permission, you may not frame, or in-line link, any of the content of the Site, or incorporate into another website, application, mobile or handheld device application, or other service any of our intellectual property.

You agree not to upload or otherwise place any information on the Site that would infringe or otherwise violate anyone's intellectual property interests or other rights, or that is false, misleading, defamatory, or otherwise contrary to law or regulation.

**COPYRIGHT PROTECTION**

The Site (including without limitation the database and content found on the Site) is copyrighted or otherwise protected subject matter, is owned or licensed by the Usit, Inc. and is protected by United States and international copyright law, trademark law and other intellectual property laws. You are free to display and print for your personal, non-commercial use the content you receive through the Site provided you reprint any copyright and other rights notices included in such content. You may not reproduce, modify, distribute or publicly display the Site, in whole or in part, in any form (including by email, screen shots or other electronic means) except as is expressly authorized by these Terms of Use. If you would like to make copies and/or distribute any portion of the Site in ways not expressly authorized by these agreements, you must contact Usit for written permission, which it may grant or withhold in its sole discretion. Of course, you are free to encourage others to access the information themselves from the Site and tell them how to find it.

The Site contains information from third-party sources. If you believe that your copyright interests are being infringed by anything on the Site, You must notify Usit of Your claim by filing a Notice with Usit, Inc.. Your Notice must be in writing (either via [electronic mail](mailto:scoffman@guidestar.org) or by certified or registered mail to Usit, Inc., Attn: Site Administrator, Ifrah khan, 400 W Peachtree St. NW Unit 1703 Atlanta, Georgia, 30308 or [admin@Usit.care,](mailto:admin@usit.care) and must include: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that allegedly has been infringed; (2) a description of the copyrighted work that You claim has been infringed, including the Web page address of the location where the copyrighted work exists or a copy of the copyrighted work; (3) a description or location of the material on the Site that You claim is infringing; (4) information we can use to contact You, including Your address, telephone number, and e-mail address; (5) a statement by You that You have a good faith belief that the use of the allegedly infringing material is without the authorization of the copyright owner, its agent, or the law; (6) a statement by You, made under penalty of perjury, that the above information in Your Notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

**EMAIL MAY NOT BE USED TO PROVIDE NOTICE**

Communications made through the Service’s e-mail and messaging system will not constitute legal notice to Usit or any of its officers, employees, agents or representatives in any situation where notice to Usit is required by contract or any law or regulation.

**USER CONSENT TO RECEIVE COMMUNICATIONS IN ELECTRONIC FORM COMMUNICATIONS FROM USIT**

You understand and agree that, as part of Your registration for and use of the Services, Usit may send to You certain communications from time to time, including (a) announcements, such as announcements concerning upgrades, modifications and/or enhancements to the Site and any new products or services that may be offered by Usit, including volunteer and other social giving opportunities related to our mission; (b) service announcements, such as announcements regarding possible interruptions or other conditions that may affect access to and/or use of the Site and/or any other products or services offered by Usit; (c) Services-related announcements; and (d) other administrative updates.

For contractual purposes, you (a) consent to receive communications from Usit in an electronic form via the email address you have submitted; and (b) agree that all Terms of Use, agreements, notices, disclosures, and other communications that Usit provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect your non-waivable rights.

You may opt out of such email by changing your account settings or sending an email to [admin@Usit.care](mailto:admin@usit.care) or mail to the following postal address:

Customer Support

400 W Peachtree St NW Unit 1703, Atlanta, Georgia 30308

Opting out may prevent you from receiving messages regarding Usit or special offers.

**WARRANTY DISCLAIMER**

**THE SERVICE, IS PROVIDED “AS IS,” “AS AVAILABLE” AND “WITH ALL FAULTS” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, USIT EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICE INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SECURITY, ACCURACY AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, USIT MAKES NO WARRANTY OR REPRESENTATION THAT ACCESS TO OR OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR BUG FREE, ERROR FREE OR THAT USE OF THE SITE WILL RESULT IN ANY PARTICULAR RESULTS. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR DOWNLOADING AND/OR USE OF FILES, 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. USIT DOES NOT WARRANT THE ACCURACY, ADEQUACY, OR COMPLETENESS OF ANY INFORMATION AND MATERIALS ON THE SITE OR APP OR PROVIDED OR OBTAINED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO INFORMATION CONTAINED IN ANY BACKGROUND CHECK OR REPORT, REGARDLESS OF WHETHER ORDERED BY A USER OR USIT. USIT MAKES NO REPRESENTATIONS OR WARRANTIES ON BEHALF OF ITSELF WITH RESPECT TO THIRD PARTY SOFTWARE OR EQUIPMENT AND EXPRESSLY EXCLUDES ANY AND ALL LIABILITY ARISING FROM OR RELATING TO A THIRD PARTY'S SOFTWARE AND/OR EQUIPMENT.**

**LIMITATION OF DAMAGES; RELEASE**

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL USIT, ITS AFFILIATES, DIRECTORS, OR EMPLOYEES, OR ITS LICENSORS OR PARTNERS, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, USE, OR DATA, OR FOR ANY INCIDENTAL, DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, COMPENSATORY, AND/OR EXEMPLARY DAMAGES, ARISING OUT OF OR RELATING TO YOUR CONDUCT OR USE OF THE SITE OR SERVICES, INCLUDING BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES THAT RESULT FROM (A) THE USE, DISCLOSURE, OR DISPLAY OF YOUR USER CONTENT; (B) YOUR USE OR INABILITY TO USE THE SERVICE; (C) THE SERVICE GENERALLY OR THE SOFTWARE OR SYSTEMS THAT MAKE THE SERVICE AVAILABLE; OR (D) ANY OTHER INTERACTIONS WITH USIT OR ANY OTHER USER OF THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT USIT HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY TO YOU.

You agree to indemnify, defend and hold harmless Usit, its affiliates, and their respective officers, directors, employees, agents, successors, affiliates, assigns, licensors, partners, joint venturers, customers and any other person or entity involved in the creation, production and/or distribution of the Site, from and against any and all claims, liabilities, costs and expenses (including, without limitation, attorneys' fees and expenses) incurred in connection with or arising from any breach by You of these Terms of Use or resulting in connection with or arising from Your use of the Site or Services.

**GENERAL TERMS**

If any part of this Agreement is held invalid or unenforceable, that portion of the Agreement will be construed consistent with applicable law. The remaining portions will remain in full force and effect. Any failure on the part of Usit 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.

You agree that any cause of action related to or arising out of your relationship with Usit must commence within ONE year after the cause of action accrues. Otherwise, such cause of action is

permanently barred.

These Terms of Use and your use of the Site are governed by the federal laws of the United States of America and the laws of the State of Georgia without regard to conflict of law provisions. The parties agree that neither may bring a claim or assert a cause of action against the other, in any forum or manner, more than one (1) year after the cause of action accrued, except where the party could not have reasonably discovered the wrong giving rise to the claim within the basic facts supporting the claim within one (1) year. Usit and Users hereby agree on behalf of themselves, and any person claiming by or through them, that the sole jurisdiction and venue for any litigation arising from or relating to the use of this Site or the Services will be an appropriate federal or state court located in Fulton County, Georgia.

**NOTICES**

Except as is stated herein to the contrary, any notices to Usit must be given by postal mail sent to Usit's headquarters as then listed on the Site. Any notices to you will be sent to the e-mail address that you provide to Usit.

Should any term of these Terms of Use be finally held by a court of competent jurisdiction to be invalid, unenforceable, void, or otherwise contrary to law or equity, Usit and You agree that such provision shall be automatically severed and the remainder of these Terms of Use that can be given effect shall continue to be given effect.

Subject to the following sentence, these Terms of Use, including the Privacy Policy, constitute the entire agreement between Usit and You with respect to the subject matter of these Terms of Use, and supersede all prior agreements, understandings or representations between you and Usit with respect to the subject matter of these Terms of Use. In the event of a conflict between these Terms of Use and any such other agreement to which you have agreed or in the future agree, the terms of such other agreement shall control. These Terms of Use may not be modified except in writing and as is permitted herein.

Usit may assign or delegate these Terms of Service and/or Usit’s 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 Service or Privacy Policy without Usit’s prior written consent, and any unauthorized assignment and delegation by you is void.

**ELIGIBILITY**

You represent and warrant that you currently meet and will continue to meet the following eligibility conditions ("Eligibility Conditions") for as long as you use the Service: (A) you are at least eighteen (18) years old; (B) you comply with all laws, rules and regulations in connection with your use of the Service and any services arranged through the Service, including without limitation legal authorization to work in the jurisdiction in which you seek to provide or receive services; (C) you have the right, authority and capacity to enter into these Terms of Use and to abide by all of the terms and conditions in these Terms of Use; (D) neither you, nor anyone in your home or, as applicable, the location where care services are provided or received: (i) has been the subject of a complaint, restraining order or any other legal action involving violence, abuse, neglect, fraud, larceny, or any offense that involves endangering the safety of others; (ii) has been convicted of a crime of any nature, including any felony or misdemeanor of any kind, including without limitation any sexual, child abuse or domestic violence offenses; and/or (iii) has been and/or is currently required to register as a sex offender in any jurisdiction or with any government entity; and (E) neither you, nor anyone in your home or, as applicable, the location where care services are provided or received, is currently out on bail or on such person’s own recognizance pending trial, relating to any felony or misdemeanor charges of any kind, including without limitation sexual, child abuse or domestic violence offenses.

By using the Service, you understand and agree that Usit may rely on the above Eligibility Conditions representations and warranties as true. You understand and agree that Usit may revise the Eligibility Conditions from time to time and require new conditions and certifications and that you will abide by such revised Eligibility Conditions or discontinue using the Service and uninstall the Apps and you must discontinue use of the Service if at any time you no longer meet the Eligibility Conditions. If Usit becomes aware of or believes that there are violations of the Eligibility Conditions by any User or that the User has otherwise provided any false or misleading information, it may, among other things, suspend and/or terminate such User with or without notice at its sole discretion. If your account is terminated or suspended, you agree to make no further use of the Service after termination or during suspension.

You understand and agree that Usit does not routinely verify that any or all of the Eligibility Conditions are met by any other Users and you further understand and agree that Usit is not responsible for assuring that the Eligibility Conditions are met or for any failure to suspend, terminate or prevent the use of the Service by Users who do not meet the Eligibility Conditions. Except where expressly stated otherwise in these Terms of Use or on the Service, you understand and agree that you are solely responsible for conducting any appropriate background checks and obtaining references prior to engaging another User to perform services. You further understand and agree that you are solely responsible for making your own evaluations, decisions and assessments about whether to engage other Users to perform services, accepting any engagements offered by other Users or otherwise interacting with other Users. Usit hereby expressly disclaims, and you hereby expressly release Usit from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm or damages arising from or in any way related to: (x) any inaccuracy, untimeliness or incompleteness of a User’s Eligibility Conditions; and/or (y) any misstatements or misrepresentations made by any Users.

Although Usit has no obligation to verify the Eligibility Conditions or conduct any other screenings, verifications or background checks, it reserves the right to do so in its sole discretion, and you hereby authorize Usit to verify any or all of the above representations and warranties you make or the other information you provide. Such verification may include, without limitation, conducting criminal background checks, sex offender registry checks, motor vehicle records checks, identification verifications, credit checks and/or using available public records. You consent to any collection, use or disclosure in order to accomplish such verification. You agree that Usit may take such action as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your account, should it determine, in its sole discretion, that you have violated any representation or warranty or any other provision of these Terms of Use or it otherwise determines in its sole discretion that such suspension or termination is appropriate for any reason. In the event of any suspension or termination, you agree to make no further use of the Service after termination or during suspension.

**ACCOUNT SECURITY**

You are responsible for maintaining the confidentiality of passwords and account information for the Service, and you are fully responsible for all activities that occur under your account. You agree to immediately notify Usit of any unauthorized use of accounts or any other breach of security.

**RELEASE**

YOU AGREE TO RELEASE USIT FROM ANY AND ALL LIABILITY WHATSOEVER FOR ANY CONTROVERSIES, CLAIMS, SUITS, INJURIES, LOSS, HARM OR DAMAGES ARISING FROM OR IN ANY WAY RELATED TO USIT’S OWN NEGLIGENCE, INCLUDING, WITHOUT LIMITATION, ANY NEGLIGENCE RELATING TO:

A. ANY INACCURACY, UNTIMELINESS OR INCOMPLETENESS OF A USER'S ELIGIBILITY CONDITIONS;

B. ANY MISSTATEMENTS OR MISREPRESENTATIONS MADE BY ANY USERS;

C. USIT CONTENT AND ANY OTHER INFORMATION, MATERIALS AND CONTENT OBTAINED THROUGH USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ON THE COMPENDIUM, BLOG, FACEBOOK PAGES, TWITTER ACCOUNT, APP STORE AND IN THE APPS;

D. THIRD-PARTY SERVICES AND CONTENT, INCLUDING WITHOUT LIMITATION RELATING TO AVAILABILITY, TERMS OF USE, PRIVACY, INFORMATION, CONTENT, MATERIALS, ADVERTISING, CHARGES, PAYMENT, PRODUCTS AND/OR SERVICES;

E. USER CONTENT, INCLUDING WITHOUT LIMITATION ANY ACTS OF OR RELIANCE UPON OTHER USERS WITH RESPECT TO SUCH USER CONTENT AND/OR ANY COMMENTS MADE BY A USER ABOUT OTHERS;

F. CONSUMER REPORTS; AND/OR

G. THE USE OF OR INABILITY TO USE THE ANCILLARY SUPPORT SERVICES, INCLUDING WITHOUT LIMITATION THE RECEIPT, ACCEPTANCE AND/OR USE OF INFORMATION IN CONNECTION WITH ANCILLARY SUPPORT SERVICES.

This release does not include claims, suits, injuries, loss, harm or damages arising from Usit’s gross negligence or willful tortious conduct.

**SUSPENSION & TERMINATION**

Usit may suspend and/or terminate your account for any reason or for no reason at all and with or without notice at Usit's sole discretion. Suspension and/or termination may include restricting access to and use of the Service and may also include the deletion of the content associated with your account. You agree to make no further use of the Service or the Usit Content during suspension or after termination. Usit 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 Service or the Usit Content during suspension or after termination, and you agree that Usit may recover its reasonable attorneys’ fees and court costs from you for such actions. Even while your membership is suspended and after it is terminated, these Terms of Use will remain enforceable against you. All other terms that by their nature may survive suspension and/or termination of these Terms of Use shall also be deemed to survive such suspension and/or termination.

**MODIFICATIONS TO THE SERVICE**

Usit reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Service and/or any features, information, materials or content on the Service with or without notice to you. You agree that Usit shall not be liable to you or any third party for any modification or discontinuance of the Service or any portion thereof.

**LIMITATIONS ON USE**

In the interest of maintaining the performance and availability of the Service and in enforcing these Terms of Use, Usit reserves the right to place certain limitations on your access to the Service at any time and for any reason. You acknowledge and agree that this term supersedes any specific offer made by Usit and that these limitations may be enforced in Usit's sole discretion. If you feel that these limitations are interfering with legitimate use of Usit in keeping with the Terms of Use, you shall refer this concern to Usit and abide by the determination of Usit.

**TEXT MESSAGE COMMUNICATIONS AND MOBILE PUSH NOTIFICATIONS**

Users provide Usit with their mobile phone number as part of the registration process or in their account settings. Users who provide Usit with their mobile phone number may receive text message communications from Usit on their cellular phones and/or mobile devices. By providing Usit with your mobile phone number, you consent to Usit sending text messages to your cellular phone and/or mobile device. Usit does not charge for sending text messages, but your carrier may charge you.

Users of Usit's mobile applications may have the option to receive push notification alerts from Usit. If push notification alerts are available, you will be given an option to consent to receiving them after you download the application. You may also adjust your push notification settings after you have downloaded the application in your mobile device settings.

**NO EMPLOYMENT RELATIONSHIP**

All Students or sitters providing service to the Parents are not employed by Usit, and do not have any formal employment relationship with Usit. Usit is merely a conduit, connecting the Parents with the Students. The Parents thereafter independently and separate contract with the Student for services to be provided by the Students. Usit is not liable in any way for the acts of the Students.