

# Dwell at Home™ Terms of Use

## Last Revised: February 1, 2020

**PLEASE READ THE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS AND A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.**

This User Agreement (this “**Agreement**”) is a contract between you (“**you**” or “**User**”) and Dwell at Home, Inc. (“**Dwell at Home**,” “**we**,” or “**us**”) and, to the extent expressly stated. You must read, agree to, and accept all of the terms and conditions contained in this Agreement to be a User of our website located at [www.dwellathome.com](http://www.dwellathome.com), any of our applications, or any part of the rest of the Site.

Subject to the conditions set forth herein, Dwell at Home may, in its sole discretion, amend this Agreement and the other Terms of Service at any time by posting a revised version on the Site. Dwell at Home will provide reasonable advance notice of any amendment that includes a substantial change (defined below), by posting the updated Terms of Service on the Site, providing notice on the Site, and/or sending you notice by email. If the Substantial Change includes an increase to Fees charged by Dwell at Home, Dwell at Home will provide at least 30 days’ advance notice of the change, but may not provide any advance notice for changes resulting in a reduction in Fees or any temporary or promotional Fee change. Any revisions to the Terms of Service will take effect on the noted effective date (each, as applicable, the “**Effective Date**”).

YOU UNDERSTAND THAT BY USING THE SITE OR SITE SERVICES AFTER THE EFFECTIVE DATE, YOU AGREE TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION PROVISION IN SECTION 14 OF THIS AGREEMENT (SUBJECT TO YOUR RIGHT TO OPT OUT OF THE ARBITRATION PROVISION AS PROVIDED IN SECTION 14). IF YOU DO NOT ACCEPT THE TERMS OF SERVICE IN ITS ENTIRETY, YOU MUST NOT ACCESS OR USE THE SITE OR THE SITE SERVICES AFTER THE EFFECTIVE DATE EXCEPT AS PERMITTED BY THE SITE TERMS OF USE. IF YOU AGREE TO THE TERMS OF SERVICE ON BEHALF OF AN ENTITY OR AGENCY, OR IN CONNECTION WITH PROVIDING OR RECEIVING SERVICES ON BEHALF OF AN ENTITY OR AGENCY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE AND AGREE THAT YOU ARE BINDING BOTH YOU AND THAT ENTITY OR AGENCY TO THE TERMS OF SERVICE. IN THAT EVENT, “YOU” AND “YOUR” WILL REFER AND APPLY TO YOU AND THAT ENTITY OR AGENCY.

### 1. DWELL AT HOME ACCOUNTS

- 1.1. Registration and acceptance
- 1.2. Account eligibility
- 1.3. Account Profile
- 1.4. Account Types
- 1.5. Account Permissions
- 1.6. Identity and Location Verification
- 1.7. Usernames and Passwords
- 1.8. Registration, Posting, and Content Restrictions
- 1.9. Exclusive Use
- 1.10. Background Checks

2. DWELL AT HOME ACCOUNTS
  - 2.1. Relationship with Dwell at Home
  - 2.2. Marketplace Feedback
3. CONTRACTUAL RELATIONSHIP BETWEEN CARE SEEKER AND CARE GIVERS
  - 3.1. Service Contracts
  - 3.2. Disputes Among Users
  - 3.3. Confidential Information
  - 3.4. Third Party Beneficiaries
4. INTENTIONALLY OMITTED
5. FEES
  - 5.1. Service fees for caregivers
  - 5.2. VAT and Other Taxes
  - 5.3. No Fee for Introducing or For Finding Projects
6. PAYMENT TERMS
  - 6.1. Care Seeker Payments on Service Contracts (open question)
  - 6.2. Disbursements to Care Givers
  - 6.3. Non-Payment
  - 6.4. No Return of Funds
  - 6.5. Payment Methods
  - 6.6. U.S. Dollars and Foreign Currency Conversion
7. NON-CIRCUMVENTION
8. RECORDS OF COMPLIANCE
9. WARRANTY DISCLAIMER
10. LIMITATIONS OF LIABILITY
11. RELEASE
12. INDEMNIFICATION
13. AGREEMENT TERM AND TERMINATION
14. DISPUTES BETWEEN YOU AND DWELL AT HOME

## **1. DWELL AT HOME ACCOUNTS**

Section 1 discusses what you must agree to before using the Site or Site Services and the different types of accounts that can be created on the Site, as detailed below.

### **1.1 REGISTRATION AND ACCEPTANCE**

By registering for an account to use the Site or Site Services (an “**Account**”), by using the Site or Site Services after the Effective Date if you had an Account on the Effective Date, or by clicking to accept the Terms of Service when prompted on the Site, you agree to abide by this Agreement and the other Terms of Service.

To access and use certain portions of the Site and the Site Services, you must register for an Account. Subject to the Site Terms of Use, certain portions of the Site are available to Site Visitors, including those portions before your Account registration is accepted. Dwell at Home reserves the right to decline

a registration to join Dwell at Home for any lawful reason, including supply and demand, cost to maintain data, or other business considerations.

You are not authorized to create an account as an employee or agent on behalf of a company, you represent and warrant that you creating your Dwell at Home account on your own behalf and not for another person or entity.

## **1.2 ACCOUNT ELIGIBILITY**

Dwell at Home offers the Site and Site Services for your personal business purposes only and not for household, or consumer use. To register for an Account or use the Site and Site Services, you must, and hereby represent that you (a) will use the Site and Site Services for business purposes only; (b) will comply with any licensing, registration, or other requirements with respect to your business, or the business for which you are acting; and (d) are an individual 18 years or older (or have otherwise reached the age of majority in the jurisdiction in which you conduct business) who can form legally binding contracts.

## **1.3 ACCOUNT PROFILE**

To register for an Account to join the Site, you must complete a User profile (“**Profile**”), which you consent to be shown to other Users. You agree to provide true, accurate, and complete information on your Profile and any screening questions and all registration and other forms you access on the Site or provide to us and to update your information to maintain its truthfulness, accuracy, and completeness. You agree not to provide any false or misleading information about your identity or location, your business, your skills, or the services you provide and to correct any such information that is or becomes false or misleading.

## **1.4 ACCOUNT TYPES**

As described in this Section, there are two different Account types. For example, if you already have a Care Giver Account (defined below), you can add a Care Seeker Account as a account. You agree not to have or register for more than one Account type without express written permission from us. We reserve the right to revoke the privileges of the Account or access to or use of the Site or Site Services, and those of any and all linked Accounts without warning if, in our sole discretion, false or misleading information has been provided in creating, marketing, or maintaining your Profile or Account.

## **1.5 ACCOUNT PERMISSIONS**

You agree not to request or allow another person to create an Account on your behalf, for your use, or for your benefit, except that an authorized employee or agent may create an Account on behalf of your business. By granting other Users permissions under your Account, you represent and warrant that (a) the User is authorized to act on your behalf, (b) you are financially responsible for the User’s actions taken in accordance with those permissions, including, if applicable, entering into binding contracts on behalf of the owner of the Account, and (c) you are fully responsible and liable for any action of any User to whom you have provided any permissions and any other person who uses the Account, including making payments and entering into Service Contracts and the Terms of Service. If any such User violates the Terms of Service, it may affect your ability to use the Site. Upon closure of an Account, Dwell at Home may close any or all related Accounts.

## **1.6 IDENTITY AND LOCATION VERIFICATION**

When you register for an Account and from time to time thereafter, your Account will be subject to verification, including, but not limited to, validation against third-party databases or the verification of one or more official government or legal documents that confirm your identity, your location, and your ability to act on behalf of your business on Dwell at Home. You authorize Dwell at Home, directly or

through third parties, to make any inquiries necessary to validate your identity, your location, and confirm your ownership of your email address or financial accounts, subject to applicable law. When requested, you must timely provide us with complete information about yourself, which includes, but is not limited to, providing official government or legal documents.

## **1.7 USERNAMES AND PASSWORDS**

When you register for an Account, you will be asked to choose a username and password for the Account. You are entirely responsible for safeguarding and maintaining the confidentiality of your username and password and agree not to share your username or password with any person who is not authorized to use your Account. You authorize Dwell at Home to assume that any person using the Site with your username and password, either is you or is authorized to act for you. You agree to notify us immediately if you suspect or become aware of any unauthorized use of your Account or any unauthorized access to the password for any Account. You further agree not to use the Account or log in with the username and password of another User of the Site if (a) you are not authorized to use either or (b) the use would violate the Terms of Service.

## **1.8 REGISTRATION, POSTING, AND CONTENT RESTRICTIONS**

The following rules pertain to "Content", defined as any communications, images, sounds, videos, and all the material, data, and information that you upload or transmit through the Site or Services, or that other users upload or transmit, including without limitation any content, messages, photos, audios, videos, reviews or profiles that you publish or display (hereinafter, "post"). By posting any Content while using our Service, you agree, represent and warrant as follows:

1. You are responsible for providing accurate, current and complete information in connection with your registration for use of the Site and the Services.
2. You will register your account in your own legal name, even if you are seeking care for another individual or family member.
3. Unless otherwise permitted by DwellAtHome.com, all Content you post will be in English as the Site and Services generally are not supported in any other languages.
4. You are solely responsible for any Content that you post on the Site, or transmit to other users of the Site. You will not post on the Site, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, defamatory, racially offensive, or illegal material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity), or advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse, or give the impression that any Content emanates from DwellAtHome.com where this is not the case. You will not provide inaccurate, misleading, defamatory or false information to DwellAtHome.com or to any other user of the Site, and all opinions stated as part of Content must be genuinely held. Without limiting the foregoing, you represent and warrant to us that you have the right and authority to post all information you post about yourself or others, including without limitation that you have authorization from a parent or guardian of any minor who is the subject of any Content you post to post such Content.
5. You understand and agree that DwellAtHome.com may, in its sole discretion, review, edit, and delete any Content, in each case in whole or in part, that in the sole judgment of DwellAtHome.com violates these Terms or which DwellAtHome.com determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Site or others.
6. You have the right, and hereby grant, to DwellAtHome.com, its Affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid-up, transferable, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute your Content and to prepare derivative works of, or incorporate into other works, such Content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting

and use of your Content by DwellAtHome.com will not infringe or violate the rights of any third party.

7. Your use of the Services, including but not limited to the Content you post on the Site, must be in accordance with any and all applicable laws and regulations.
8. DwellAtHome.com is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by users of the Site.

We welcome your feedback and questions about the Site and Services. However, you agree that any comments, ideas, messages, questions, suggestions, or other communications you send to us or share with us through any channel (including, without limitation, the Site, email, telephone, surveys, and our social media accounts) shall be and remain the exclusive property of DwellAtHome.com and we may use all such communications, all without notice to, consent from, or compensation to you.

Opinions, advice, statements, offers, or other information or content made available on the Site or through the Site, but not directly by DwellAtHome.com, are those of their respective authors. Such authors are solely responsible for such content. DwellAtHome.com does not: (i) guarantee the accuracy, completeness, or usefulness of any information on the Site or available through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears on the Site or through the Service. Under no circumstances will DwellAtHome.com or its Affiliates be responsible for any loss or damage resulting from: (a) your reliance on information or other content posted on the Site or transmitted to or by any user of the Site or Service; or (b) reviews or comments made about you on the Site by other users.

You agree that DwellAtHome.com has no obligation to remove any reviews or other information posted on the Site about you or any other person or entity. If you disagree with a review, you may post one rebuttal to the review, provided your rebuttal complies with these Terms. You may not terminate your registration and re-register in order to prevent a review from being associated with your account. The author of a review can always remove or request removal of a review they have written.

DwellAtHome.com disclaims any liability whatsoever for any misstatements and/or misrepresentations made by any users of the Site. Users hereby represent, understand and agree to hold DwellAtHome.com harmless for any misstatements and/or misrepresentations made by or on behalf of them on this Site or in any other venue.

## **1.9 EXCLUSIVE USE**

If you are a Care Seeker, you may use your account only to find care for yourself, your parents, your children, your grandchildren, individuals for whom you are otherwise the legal guardian or another Care Seeker with whom you are entering a shared child care arrangement. If you are a Care Giver, you may use your account only to find care jobs for yourself. You are responsible for all activity on and use of your account, and you may not assign or otherwise transfer your account to any other person or entity.

By using the Site or Services of DwellAtHome.com, you agree that you will not under any circumstances:

1. use the Site, Services, or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
2. use the Site or Services for any fraudulent or unlawful purpose, for any purpose not expressly intended by DwellAtHome.com or for the promotion of illegal activities;
3. harass, abuse or harm another person or group, or attempt to do so;
4. use another user's DwellAtHome.com account;
5. provide false or inaccurate information when registering an account on DwellAtHome.com, using the Services or communicating with other Registered Users;
6. attempt to re-register with DwellAtHome.com if we have terminated your account for any or no reason or terminate your registration and re-register in order to prevent a review from being associated with your account;

7. interfere or attempt to interfere with the proper functioning of DwellAtHome.com's Services;
8. 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;
9. 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 (whether manually or through automated means);
10. use the communication systems provided by or contacts made on DwellAtHome.com for any commercial solicitation purposes;
11. publish or link to malicious content intended to damage or disrupt another user's browser or computer.

In order to protect our users from prohibited activity, we reserve the right to take appropriate actions, including but not limited to restricting the amount of phone numbers a Care Seeker may view or the amount of emails a user may send in any 24-hour period to an amount which we deem appropriate in our sole discretion.

Should DwellAtHome.com find that you violated the terms of this Section or any terms stated herein, DwellAtHome.com reserves the right, at its sole discretion, to immediately terminate your use of the Site and Services. By using the Site and/or Services, you agree that DwellAtHome.com may assess, and you will be obligated to pay, \$10,000 per each day that you: (i) maintain Care Giver or Care Seeker information (including but not limited to, names, addresses, phone numbers, or email addresses) or copyrighted material that you scraped (either directly or indirectly in a manual or automatic manner) from the Site, or (ii) otherwise mis-use or mis-appropriate Site Content, including but not limited to, use on a "mirrored", competitive, or third party site. This obligation shall be in addition to any other rights DwellAtHome.com may have under these Terms or applicable law.

Further, in order to protect the integrity of the Site and the Services, DwellAtHome.com reserves the right at any time in its sole discretion to block users from certain IP addresses from accessing the Site.

## **1.10 BACKGROUND CHECKS**

### **Background and Verification Checks**

#### **Care Givers Can Order or Authorize Background Checks about Themselves and Can Authorize the Sharing of Them with Other Members**

DwellAtHome.com offers to individuals who have registered as Care Givers and Care Seekers the following background check services from third-party consumer reporting agencies: Criminal Record Checks, Motor Vehicle Records ("MVR") Checks, Healthcare Sanctions checks, Abuse registries checks, Sex Offender Registries checks (collectively "Background Checks"). All background checks require payment of a separate fee by the Care Giver who is initiating the background check request.

Each of these Background Checks is regulated by the Fair Credit Reporting Act ("FCRA"), and the background reports resulting from these services are considered "consumer reports" under FCRA. Consumer reports may contain information on your character, general reputation, personal characteristics, and mode of living, including but not limited to consumer credit, criminal history, workers' compensation, driving, employment, military, civil, and educational data and reports. DwellAtHome.com will have the ability to view each Background Check you order or authorize through DwellAtHome.com. See Section 4.4 below for information regarding DwellAtHome.com's use of these

Background Checks. You are responsible for making sure that the email address you provide to DwellAtHome.com is correct, knowing that sensitive information will be sent to it.

If you are a Care Giver and you have ordered a Background Check from a third-party consumer reporting agency through DwellAtHome.com, you may indicate in your profile that you have completed that check and include for public viewing the background check itself. You agree and acknowledge that if you post your background check to DwellatHome.com your background check will be public information, available to anyone who can access your profile and may be distributed by others publicly. You further acknowledge Dwell At Home will have no responsibility for the distribution of you background check and you agree to hold Dwell at Home harmless for any distribution or access to your background check.

## **DwellAtHome.com May Review and Use Background Checks You Order or Authorize About Yourself**

**By registering for and using the Site or Services as an individual Care Giver, and subject to your authorization, you acknowledge and agree that DwellAtHome.com may review and use any Background Checks you have ordered or authorized about yourself for the purpose of protecting the safety and integrity of our Site and its users, which may, in the case of certain Care Givers, be considered an employment purpose pursuant to the FCRA.**

**DwellAtHome.com reserves the right to terminate your membership based on the information contained in such report, even if such information was subsequently dismissed. DwellAtHome further reserves the right to terminate your membership if, in its sole discretion, DwellAtHome determines that you have altered, amended, or changed any Background Check you uploaded or presented on the DwellAtHome Site to remove or change information material to that report.**

If DwellAtHome.com terminates your membership or access to the Site on the basis of information in a Background Check, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that DwellAtHome.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these Background Checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it and not DwellAtHome.com.

## **DwellAtHome.com May Order and Use Background Screenings About You**

By registering for and using the Site or Services as a Care Seeker or Care Giver, you hereby acknowledge and agree that DwellAtHome.com has the right, but not the obligation, to use a third-party consumer reporting agency on an ongoing basis to use your personal information to run periodic background screenings on you for the purpose of protecting the safety and integrity of our Site and its users ("Preliminary Membership Screens"), which may, in the case of certain Care Givers, be deemed to be an employment purpose under the FCRA. Subject to certain additional disclosures and authorizations, if applicable to you as a Care Giver, DwellAtHome.com may order these screenings when you register with DwellAtHome.com and thereafter in connection with your continued use of our Services and/or interaction with our Site (such as by contacting or communicating with other members, posting or updating a job or profile, ordering or authorizing a Background Check, etc.).

These Internal Background Checks are also regulated by FCRA, and the background reports resulting from these services are considered "consumer reports" under FCRA.

You understand and agree that DwellAtHome.com may review the information provided by the third-party consumer reporting agency and that DwellAtHome.com retains the right to terminate your DwellAtHome.com registration based on the information it receives from these checks, even if such information was subsequently changed or corrected. If DwellAtHome.com terminates your membership or access to the Site on the basis of information in a background report, we will notify you and provide you the name and contact information of the consumer reporting agency that created the report. We will also provide you a copy of the report unless the consumer reporting agency has already provided you a copy or access to it. You hereby represent, understand and expressly agree that DwellAtHome.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in these checks. Furthermore, any inaccuracies in the report must be addressed with the consumer reporting agency that issued it (and not DwellAtHome.com) within the time period specified in your notice. Notwithstanding this, you agree that DwellAtHome.com is under no obligation to reinstate any accounts it may have terminated even if the information that led to the termination is subsequently changed or corrected.

**BY AGREEING TO THESE TERMS AND USING OUR SITE, AND, IF APPLICABLE TO YOU AS A CARE PROVIDER, SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW DWELLATHOME.COM TO PERFORM THESE INTERNAL BACKGROUND CHECKS FOR THE PURPOSES DESCRIBED ABOVE. IF YOU DO NOT WANT THESE INTERNAL BACKGROUND CHECKS TO BE PERFORMED, YOU SHOULD NOT USE DWELLATHOME.COM.**

### **DwellAtHome.com May Regularly Verify Your Identity and the Accuracy of Your Representations and Warranties**

By registering as a Care Giver or Care Seeker, and, if applicable to you as a Care Giver, subject to your additional authorization, you authorize DwellAtHome.com, and acknowledge that for purposes of promoting the safety and integrity of its Site and Service, DwellAtHome.com reserves the right, but not the obligation, to utilize third party service providers to verify on an ongoing basis that your registration data is accurate and that the representations and warranties in Section 2 above addressing legal matters such as complaints, arrests, sex offender status, etc. are also true ("Verification Checks"). These third parties may use data from a variety of sources, under a variety of circumstances, for these site safety purposes including, without limitation, information from national criminal databases, sex offender registries, certain media streams, terrorist watch lists, criminal and fugitive watch lists, fraud watch lists, law enforcement reports, and other data.

You agree that DwellAtHome.com may take such action in response to Verification Checks as it deems appropriate in its sole discretion, including without limitation suspending and/or terminating your membership, should it determine that you have violated any representation or warranty or any other provision of these Terms or are otherwise unsuitable for DwellAtHome.com.

You also hereby represent, understand and expressly agree that DwellAtHome.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information included in a Verification Check. We do not typically communicate the results of a Verification Check to any third party, though we reserve the right to do so for law enforcement or other safety-related purposes in accordance with applicable laws.

**BY AGREEING TO THESE TERMS, AND, IF APPLICABLE TO YOU AS A CARE PROVIDER SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW DWELLATHOME.COM TO PERFORM THE VERIFICATION CHECKS DESCRIBED ABOVE. IF YOU DO NOT WANT THESE VERIFICATION CHECKS TO BE PERFORMED, YOU SHOULD NOT USE DWELLATHOME.COM.**

**Important Limitations About Background Checks; Release of Liability for Results of Background Checks, Internal Background Checks, and Verification Checks**

**SPECIAL NOTICE FOR MASSACHUSETTS AND NEW HAMPSHIRE:** Criminal County Searches conducted in Massachusetts and New Hampshire as part of the Background Check (for individuals who are believed to have lived in one or both of these states during the seven years preceding the background check request) search only the Superior Court and a single District Court in the county seat or its equivalent for each county listed below. Criminal records (including misdemeanors and felonies) from other courts in these states will not be searched.

This is an illustrative, non-comprehensive, list of certain state and county limitations of the background checks offered through DwellAtHome.com; additional limitations may apply in certain jurisdictions, including on the federal level. For example, for many states only certain registered sex offender information is reported, and for many states, only a subset of felony convictions are reported (and not any misdemeanors, charges or arrest records).

In addition to legal and reporting system limitations of background checks, each check is performed with the authorization of the person being checked, using information he or she provides, such as home address, social security number, date of birth, and name. If a candidate provides incorrect information, the check might be run with inaccurate identifying data, which can impact the validity of the criminal check.

Finally, criminal records are not always reported accurately or promptly, and human and electronic error can result in inaccurate or incomplete reporting. Consequently, even the most comprehensive background check offered may not disclose the existence of all criminal records in all jurisdictions. If you decide to access, use, or share information provided by a Background Check, you agree to do so in accordance with applicable law. You also agree to release, indemnify and hold harmless

DwellAtHome.com from any loss, liability, injury, death, damage, or costs that may result from your use of, reliance on, or sharing of the information contained in a Background Check regardless of the cause, including, without limitation, due to the inaccuracy or incompleteness of any such information.

You expressly acknowledge that DwellAtHome.com has no obligation to perform Background Checks, Internal Background Checks, or Verification Checks on any Registered Users. To the extent

DwellAtHome.com performs such checks on certain Registered Users, the checks are limited and should not be taken as complete, accurate, up-to-date or conclusive evidence of the accuracy of any information those users have provided or of their eligibility to use the Services.

## **2. PURPOSE OF DWELL AT HOME**

Section 2 discusses what Dwell at Home does and does not do when providing the Site and Site Services and some of your responsibilities when using the Site to find or enter into a Service Contract with a Care Seeker or Care Giver, as detailed below.

The Site is a marketplace where Care Seekers and Care Givers can identify each other and advertise, buy, and sell Services online. Subject to the Terms of Service, Dwell at Home provides the Site Services to Users, including hosting and maintaining the Site, facilitating the formation of Service Contracts, and assisting Users in resolving disputes which may arise in connection with those Service Contracts. When a User enters a Service Contract, the User uses the Site to invoice and pay any amounts owed under the Service Contract.

### **2.1 RELATIONSHIP WITH DWELL AT HOME**

DwellAtHome.com offers various Services to help its users find, coordinate, and maintain quality care. The Services we offer include, among others:

We provide search functionality on the Site to allow Care Seekers and individual Care Givers to narrow the pool of Care Seekers or Care Givers they are interested in meeting based on their needs and preferences, and we provide a communications platform that allows Care Seekers and Care Givers to communicate without sharing contact information.

We provide tools and information to help Care Seekers and Care Givers make more informed decisions, such as verification dashboards on Care Giver profiles, which enable Care Seekers to check the status of a Care Giver's various verifications.

We provide functionality on the Site to allow Care Seekers to search for and message other Care Seekers in their geographic area to help Care Seekers to facilitate shared services.

The Site enables Registered Users to communicate and share information with other Registered Users who share a common interest or bond.

We offer through Stripe, Inc., ("Stripe"), a third party, a service that facilitates the payment of Care Givers by Care Seekers via credit card or debit card. These payment processing services are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the "Stripe Services Agreement"). By agreeing to these Terms, Care Givers that use the payment service also agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of DwellAtHome.com enabling payment processing services through Stripe, you agree to provide DwellAtHome.com accurate and complete information about you, and you authorize DwellAtHome.com to share it and transaction information related to your use of the payment processing services provided by Stripe. DwellAtHome.com assumes no liability or responsibility for any payments you may make through this service, and all such payments are non-refundable. Care Givers who elect to receive payments from Care Seekers through this service can also qualify for certain benefits under a program operated by DwellAtHome.com.

Our Services continue to grow and change. Please refer to our Site for further information about the Services we provide.

Dwell at Home merely makes the Site and Site Services available to enable Care Givers and Care Seekers to find and transact directly with each other. Dwell at Home does not introduce Care Givers to Care Seekers, find Projects for Care Givers, or find Care Givers for Care Seekers. Through the Site and Site Services, Care Givers may be notified of Care Seekers that may be seeking the services they offer, and Care Seekers may be notified of Care Givers that may offer the services they seek; at all times, however, Users are responsible for evaluating and determining the suitability of any Project, Care Seeker or Care Givers on their own. If Users decide to enter into a Service Contract, the Service Contract is directly between the Users and Dwell at Home is not a party to that Service Contract.

You acknowledge, agree, and understand that Dwell at Home is not a party to the relationship or any dealings between Care Seeker and Care Givers. Without limitation, Users are solely responsible for (a) ensuring the accuracy and legality of any User Content, (b) determining the suitability of other Users for a Service Contract (such as any interviews, vetting, background checks, or similar actions), (c) negotiating, agreeing to, and executing any terms or conditions of Service Contracts, (d) performing Care Givers Services, or (e) paying for Service Contracts or Care Givers Services. You further acknowledge, agree, and understand that you are solely responsible for assessing whether to enter into a Service Contract with another User and for verifying any information about another User, including composite information (defined below). Dwell at Home does not make any representations about or guarantee the truth or accuracy of any Care Giver's or Care Seeker's listings or other User Content on the Site; does not verify any feedback or information provided by Users about Care Givers or Care Seekers; and does not vet or otherwise perform background checks on Care Givers or Care Seekers. You acknowledge, agree, and understand that Dwell at Home does not, in any way, supervise, direct, control, or evaluate Care Givers or their work and is not responsible for any Project, Project terms or Work Product. Dwell at Home makes no representations about and does not guarantee, and you agree not to hold Dwell at Home responsible for, the quality, safety, or legality of Care Givers Services; the qualifications, background, or identities of Users; the ability of Care Givers to deliver Care Givers Services; the ability of Care Seekers to pay for Care Givers Services; User Content, statements or posts made by Users; or the ability or willingness of a Care Seeker or Care Givers to actually complete a transaction.

You also acknowledge, agree, and understand that Care Givers are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Care Givers Services; the type of services they provide; and the price they charge for their services or how that pricing is determined or set. You further acknowledge, agree, and understand that: (i) you are not an employee of Dwell at Home, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance); (ii) Dwell at Home will not have any liability or obligations under or related to Service Contracts and/or Care Givers Services for any acts or omissions by you or other Users; (iii) Dwell at Home does not, in any way, supervise, direct, or control any Care Givers or Care Givers Services; does not impose quality standards or a deadline for completion of any Care Givers Services; and does not dictate the performance, methods or process Care Givers uses to perform services; (iv) Care Givers is free to determine when and if to perform Care Givers Services, including the days worked and time periods of work, and Dwell at Home does not set or have any control over Care Givers' pricing, work hours, work schedules, or work location, nor is Dwell at Home involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to Care Givers for a Project; (v) Care Givers will be paid at such times and amounts as agreed with a Care Seeker in a given Service Contract, and Dwell at Home does not, in any way, provide or guarantee Care Givers a regular salary or any minimum, regular payment; (vi) Dwell at Home does not provide Care Givers with training or any equipment, labor, tools, or materials related to any Service Contract; and (vii) Dwell at Home does not provide the premises at which Care Givers will perform the work. Care Givers are free to use subcontractors or employees to perform Care Givers Services and may delegate work on fixed-price contracts or by agreeing with their Care Seekers to have hourly contracts for Care Givers' subcontractor(s) or employee(s). If a Care Givers uses subcontractors

or employees, Care Givers further agrees and acknowledges that this paragraph applies to Dwell at Home's relationship, if any, with Care Givers' subcontractors and employees as well and Care Givers is solely responsible for Care Givers' subcontractors and employees.

Nothing in this Agreement is intended to prohibit or discourage (nor should be construed as prohibiting or discouraging) any User from engaging in any other business activities or providing any services through any other channels they choose, provided, if applicable, Users comply with the Opt Out provisions described in Section 7. Users are free at all times to engage in such other business activities and services and are encouraged to do so.

By requesting to use, registering to use and/or using the Site or the Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. You also represent and warrant that you meet the following eligibility criteria:

1. Our Services are available only to individuals who are eighteen (18) years of age or older. If you do not meet the above age requirements, do not register to use the Site or Services.
2. The Site and the Services are currently available only to individuals who are legally in the United States or the territory of Puerto Rico.
3. If you are registering to be a Care Giver, you must be permitted to legally work within the United States or Puerto Rico.
4. Neither you nor any member of your household may have ever been (i) the subject of a complaint, restraining order or any other legal action involving, arrested for, charged with, or convicted of any felony, any criminal offense involving violence, abuse, neglect, fraud or larceny, or any offense that involves endangering the safety of others, dishonesty, negligence or drugs, or (ii) registered, or currently required to register, as a sex offender with any government entity. Neither You, nor any member of your household may use drugs not legally prescribed to you. You may not have had a health care license or certificate revoked or suspended. You may not have had any legal actions, or other adverse actions taken against you, relating to your activities in the health care industry or in performing health care services
5. You must not be a competitor of DwellAtHome.com or using our Services for reasons that are in competition with DwellAtHome.com.

## **2.2 TAXES AND BENEFITS**

Care Givers acknowledges and agrees that Care Giver is solely responsible (a) for all tax liability associated with payments received from Care Givers' Care Seekers and through Dwell at Home, and that Dwell at Home will not withhold any taxes from payments to Care Givers; (b) to obtain any liability, health, workers' compensation, disability, unemployment, or other insurance needed, desired, or required by law, and that Care Givers is not covered by or eligible for any insurance from Dwell at Home; (c) for determining whether Care Givers is required by applicable law to issue any particular invoices for the Care Givers' Fees and for issuing any invoices so required; (d) for determining whether Care Givers is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Care Giver's Fees and remitting any such taxes or charges to the appropriate authorities, as appropriate; and (e) if outside of the United States, for determining if Dwell at Home is required by applicable law to withhold any amount of the Care Givers Fees and for notifying Dwell at Home of any such requirement and indemnifying Dwell at Home for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of Dwell at Home, Care Giver agrees to promptly cooperate with Dwell at Home and provide copies of Care Givers' tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Care Giver is engaging in an independent business as represented to Dwell at Home.

## **2.3 MARKETPLACE FEEDBACK AND USER CONTENT**

**You hereby acknowledge and agree that Users publish and request Dwell at Home to publish on their behalf information on the Site about the User, such as feedback, composite feedback, geographical location, or verification of identity or credentials. However, such information is based solely on unverified data that Care Givers or Care Seekers voluntarily submit to Dwell at Home and does not constitute and will not be construed as an introduction, endorsement, or recommendation by Dwell at Home; Dwell at Home provides such information solely for the convenience of Users.**

You acknowledge and agree that User feedback benefits the marketplace, all Users, and the efficiency of the Site and you specifically request that Dwell at Home post composite or compiled feedback about Users, including yourself, on User Profiles and elsewhere on the Site. You acknowledge and agree that feedback results for you, including your Job Success Score, wherever referenced, and other User Content highlighted by Dwell at Home on the Site or otherwise (“**Composite Information**”), if any, will include User comments, User ratings, indicators of User satisfaction, and other feedback left exclusively by other Users. You further acknowledge and agree that Dwell at Home will make Composite Information available to other Users, including composite or compiled feedback. Dwell at Home provides its feedback system as a means through which Users can share their opinions of other Users publicly, and Dwell at Home does not monitor, influence, contribute to or censor these opinions. You acknowledge and agree that posted composite or compiled feedback and any other Composite Information relates only to the business advertised in the Profile and not to any individual person. You agree not to use the Composite Information to make any employment, credit, credit valuation, underwriting, or other similar decision about any other User.

Dwell at Home does not generally investigate any remarks posted by Users or other User Content for accuracy or reliability and does not guarantee that User Content is accurate. You are solely responsible for your User Content, including the accuracy of any User Content, and are solely responsible for any legal action that may be instituted by other Users or third parties as a result of or in connection with your User Content if such User Content is legally actionable or defamatory. Dwell at Home is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, Dwell at Home reserves the right (but is under no obligation) to remove posted feedback or information that, in Dwell at Home’s sole judgment, violates the Terms of Service or negatively affects our marketplace, diminishes the integrity of the feedback system or otherwise is inconsistent with the business interests of Dwell at Home. You acknowledge and agree that you will notify Dwell at Home of any error or inaccurate statement in your feedback results, including the Composite Information, and that if you do not do so, Dwell at Home may rely on the accuracy of such information.

## **3. CONTRACTUAL RELATIONSHIP BETWEEN CARE SEEKER AND CARE GIVERS**

Section 3 discusses the relationship you may decide to enter into with another User, including Service Contracts between Users, as detailed below.

### **3.1 SERVICE CONTRACTS**

If a Care Seeker and Care Givers decide to enter into a Service Contract, the Service Contract is a contractual relationship directly between the Care Seeker and Care Givers. Care Seeker and Care Givers have complete discretion both with regard to whether to enter into a Service Contract with each other and with regard to the terms of any Service Contract. You acknowledge, agree, and understand that Dwell at Home is not a party to any Service Contract, that the formation of a Service Contract between Users will not, under any circumstance, create an employment or other service relationship between Dwell at Home and any Care Givers or a partnership or joint venture between Dwell at Home and any User.

With respect to any Service Contract, Care Seekers and Care Givers may enter into any written agreements that they deem appropriate (e.g., confidentiality agreements, invention assignment agreements, assignment of rights, etc.) provided that any such agreements do not conflict with, narrow, or expand Dwell at Home's rights and obligations under the Terms of Service, including this Agreement.

We offer a variety of Services to help our users find, coordinate, and maintain care for their families. However, we do not employ any Care Givers. Except as set forth below, Care Seekers are responsible for compliance with all applicable employment and other laws in connection with any employment relationship they establish (such as applicable payroll, tax and minimum wage laws). Further, we do not have control over the quality, timing, or legality of the services actually delivered by Care Givers, or of the integrity, responsibility or actions of Care Seekers or Care Givers and we neither refer or recommend Care Seekers or Care Givers nor make any representations about the suitability, reliability, timeliness, or accuracy of the services provided by Care Givers or the integrity, responsibility or actions of Care Seekers or Care Givers whether in public, private or offline interactions.

Care Seeker and Care Giver content is primarily user generated, and we do not control or vet user generated content for accuracy. DwellAtHome.com does not assume any responsibility for the accuracy or reliability of any information provided by Care Givers or Care Seekers on or off this Site. We do not guarantee, nor do we represent or warrant as to, the accuracy of such information.

**DwellAtHome.com is not responsible for the conduct, whether online or offline, of any Care Seeker, Care Giver, or other user of the Site or Services. Moreover, DwellAtHome.com does not assume and expressly disclaims any liability that may result from the use of information provided on our Site. All users, including both Care Seekers and Care Givers, hereby expressly agree not to hold DwellAtHome.com (or DwellAtHome.com's officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners or resellers, or your employer, if you enrolled in DwellAtHome.com through their employer's benefits program, hereinafter "Affiliates") liable for the actions or inactions of any Care Seeker, Care Giver or other third party or for any information, instruction, advice or services which originated through the Site, and, DwellAtHome.com and its Affiliates expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown therefrom.**

**Any screening of a Care Seeker or Care Giver and his, her or its information by DwellAtHome.com is limited and should not be taken as complete, accurate, up-to-date or conclusive of the individual's or entity's suitability as an employer or care provider. Registered Users are solely responsible for interviewing, performing background and reference checks on, verifying**

information provided by, and selecting an appropriate Care Seeker or Care Giver for themselves or their family.

**Each Care Seeker is responsible for complying with all applicable employment and other laws in connection with any employment relationship they establish, including verifying the age of the Care Giver they select as well as that Care Giver's eligibility to work in the US.**

### **3.2 DISPUTES AMONG USERS**

For disputes arising between Care Seekers and Care Givers, you agree to abide by the dispute process that is explained herein. If the dispute process does not resolve your dispute, you may pursue your dispute independently, but you acknowledge and agree that Dwell at Home will not and is not obligated to provide any dispute assistance beyond what is provided in the Escrow Instructions.

If Care Givers or Care Seeker intends to obtain an order from any arbitrator or any court that might direct Dwell at Home, or our Affiliates to take or refrain from taking any action that party will (a) give us at least five business days' prior notice of the hearing; (b) include in any such order a provision that, as a precondition to obligation affecting Dwell at Home, we be paid in full for any amounts to which we would otherwise be entitled; and (c) be paid for the reasonable value of the services to be rendered pursuant to such order.

### **3.3 CONFIDENTIAL INFORMATION**

Users may agree to any terms they deem appropriate with respect to confidentiality. If and to the extent that the Users do not articulate any different agreement, then they agree that this Section 3.3 (Confidentiality) applies.

To the extent a User provides Confidential Information to the other, the recipient will protect the secrecy of the discloser's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event with less than due care. On a User's written request, the party that received Confidential Information will promptly destroy or return the disclosing party's Confidential Information and any copies thereof contained in or on its premises, systems, or any other equipment otherwise under its control.

### **3.4 THIRD-PARTY BENEFICIARIES**

It is the intent of the Parties to this Agreement that Users who have entered into Service Contracts or disclosed or received Confidential Information to another User are third-party beneficiaries of this Agreement with respect to this Section 3 only.

## **4. INTENTIONALLY OMITTED**

## **5. FEES**

### **5.1 SERVICE FEES FOR CARE GIVERS**

Section 5 describes what fees you agree to pay to Dwell at Home in exchange for Dwell at Home providing the Site and Site Services to you and what taxes Dwell at Home may collect, as detailed below.

Care Givers pay Dwell at Home a Service Fee (as defined in this Section 5.1) for the use of the Site. Dwell at Home charges service fees to Care Givers, for using the Site's communication, invoicing, reporting, dispute resolution and payment services. (the "**Service Fees**"). The Service Fees (to use the Site and Site Services) are paid solely by Care Givers. When a Care Seeker pays a Care Givers for a Project or when funds related to a Project are otherwise released to a Care Givers as required by the Agreement (See Section 6.1), Dwell at Home will credit the Care Givers Account for the full amount paid or released, and then add and disburse to Dwell at Home the Service Fee. Care Givers hereby irrevocably authorizes and instructs Dwell at Home to add the Service Fee from the Care Givers Account and pay Dwell at Home on Care Givers' behalf. In the event the Care Givers chooses to withdraw funds in a currency other than U.S. dollars, there may also be a there may also be a foreign currency conversion charge; the rate may differ from rates that are in effect on the date of the payment and you may be able to obtain a better rate from your bank or financial institution.

## **5.2 VAT AND OTHER TAXES**

Dwell at Home may be required by applicable law to collect taxes or levies including, without limitation, withholding income tax or VAT (while some countries may refer to VAT using other terms, e.g. GST, we'll just refer to VAT, GST and any local sales taxes collectively as "**VAT**") in the jurisdiction of the Care Givers (the "**Taxes**"). In such instances, any amounts Dwell at Home is required to collect or withhold for the payment of any such Taxes shall be collected in addition to the fees owed to Dwell at Home under the Terms of Service.

## **5.3 NO FEE FOR INTRODUCING OR FOR FINDING PROJECTS**

Dwell at Home does not introduce Care Seekers to Care Givers and does not help Care Givers secure Projects. Dwell at Home merely makes the Site and Site Services available to enable Care Givers to do so themselves and may from time to time highlight Projects that may be of interest. Therefore, Dwell at Home does not charge a fee when a Care Givers finds a suitable Care Seeker or finds a Project. In addition, Dwell at Home does not charge any fee or dues for posting public feedback and composite or compiled feedback, including Composite Information.

## **6. PAYMENT TERMS**

*Section 6 discusses your agreement to pay Care Givers Service Fees on Service Contracts, what happens if a Care Seeker doesn't pay, and related topics, as detailed below.*

### **6.1 CARE SEEKER PAYMENTS ON SERVICE CONTRACTS**

For Hourly Contracts, Dwell at Home will assess Care Seekers, and will Pay Care givers according to hours worked during that week. Care Givers may accept or reject fees if there is a dispute. For Contracts, Care Seeker becomes obligated to fund immediately upon sending a Contract offer (for the full amount) A "hold" is placed on the Care Seekers credit card but is not charged until payment is required under these Terms.

Care Seeker acknowledges and agrees that for both Hourly Contracts failure to decline or dispute an Hourly Invoice or request for payment is an authorization and instruction to release payment. When Care Seeker approves an Hourly Invoice for an Hourly Contract, Care Seekers automatically and irrevocably authorizes and instructs Dwell at Home or its Affiliates to charge Care Seekers' Payment Method for the Care Giver's Fees.

### **6.2 DISBURSEMENTS TO CARE GIVERS**

Under these Terms, Dwell at Home disburses funds that are available and payable to a Care Givers at the end of each week.

Notwithstanding any other provision of the Terms of Service or the Escrow Instructions, and except as prohibited by applicable law, if we believe, in our sole discretion, that you have violated the conditions and restrictions of the Site or the Terms of Service, including by committing or attempting to commit fraud or other illicit acts on or through the Site, Dwell at Home may refuse to process or may hold the disbursement of the Care Givers Fees and take such other actions as we deem appropriate in our sole discretion and in accordance with applicable law. Without limiting the foregoing, Dwell at Home, in its sole discretion and to the extent permitted by applicable law, may also refuse to process or may hold the disbursement of the Care Giver's Fees or any other amounts and offset amounts owed to us if: (a) we require additional information, such as Care Givers' tax information, government-issued identification or other proof of identity, address, or date of birth; (b) we have reason to believe the Care Giver's Fees may be subject to dispute or chargeback; (c) we suspect fraud; (d) we believe there are reasonable grounds for insecurity with respect to the performance of obligations under this Agreement or other Terms of Service; or (e) we deem it necessary in connection with any investigation or required by applicable law. If, after investigation, we determine that the hold on the disbursement of the Care Giver's Fees is no longer necessary, Dwell at Home will release such hold as soon as practicable.

In addition, notwithstanding any other provision of the Terms of Service or the Escrow Instructions and to the extent permitted by applicable law, we reserve the right to seek reimbursement from you, and you will reimburse us, if we: (i) suspect fraud or criminal activity associated with your payment, withdrawal, or Project; (ii) discover erroneous or duplicate transactions; or (iii) have supplied our services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you, or used by your Care Seeker if you are a Care Giver, despite our provision of the Site Services in accordance with this Agreement. You agree that we have the right to obtain such reimbursement by instructing Dwell at Home to (and Dwell at Home will have the right to) charge the applicable accounts you hold with us, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. If we are unable to obtain such reimbursement, we may, in addition to any other remedies available under applicable law, temporarily or permanently revoke your access to the Site and Site Services and close your Account.

### **6.3 NON-PAYMENT**

If Care Seeker is in **"default"**, meaning the Care Seeker fails to pay the Care Giver's Fees or any other amounts when due under the Terms of Service, or a written agreement for payment terms incorporating the Terms of Service (signed by an authorized representative of Dwell at Home), Dwell at Home will be entitled to the remedies described in this Section 6.3 in addition to such other remedies that may be available under applicable law or in such written agreement. For the avoidance of doubt, Care Seeker will be deemed to be in default on the earliest occurrence of any of the following: (a) Care Seeker fails to pay the Care Givers Fees when due, (b) Care Seeker fails to pay a balance that is due or to bring, within a reasonable period of time but no more than 30 days, an account current after a credit or debit card is declined or expires, (c) Care Seeker fails to pay an invoice issued to the Care Seeker by Dwell at Home within the time period agreed or, if none, within 30 days, (d) Care Seeker initiates a chargeback with a bank or other financial institution resulting in a charge made by Dwell at Home for Care Giver's Fees or such other amount due being reversed to the Care Seeker, or (e) Care Seeker takes other actions or fails to take any action that results in a negative or past-due balance on the Care Seeker's account.

If Care Seeker is in default, we may, without notice, temporarily or permanently close Care Seeker's Account and revoke Care Seeker's access to the Site and Site Services, including Care Seeker's authority to use the Site to process any additional payments, enter into Service Contracts, or obtain any additional Care Givers Services from other Users through the Site. However, Care Seeker will remain responsible for any amounts that accrue on any open Projects at the time a limitation is put on the Care

Seeker's Account as a result of the default. Without limiting other available remedies, Care Seeker must pay Dwell at Home upon demand for any amounts owed, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law.

At our discretion and to the extent permitted by applicable law, Dwell at Home or its Affiliates, may, without notice, charge all or a portion of the amount that is owed to any Payment Method on file on the Care Seeker's Account; set off amounts due against other amounts received from Care Seeker or held by for Care Seeker by Dwell at Home or another Affiliate; make appropriate reports to credit reporting agencies and law enforcement authorities; and cooperate with credit reporting agencies and law enforcement authorities in any investigation or prosecution.

## **6.4 NO RETURN OF FUNDS**

Care Seeker acknowledges and agrees that Dwell at Home or its Affiliates, will charge Care Seeker's designated Payment Method for the Care Givers Fees incurred as described in these Terms and that once Dwell at Home or its Affiliates charges or debits the Care Seeker's designated Payment Method for the Care Giver's Fees, the charge or debit is non-refundable, except as otherwise required by applicable law. To the extent permitted by applicable law, Care Seeker therefore agrees not to ask its credit card company, bank, or other Payment Method provider to charge back any Care Giver's Fees or other fees charged pursuant to the Terms of Service for any reason. A chargeback in breach of the foregoing obligation is a material breach of the Terms of Service. If Care Seeker initiates a chargeback in violation of this Agreement, Care Seeker agrees that Dwell at Home or its Affiliates may dispute or appeal the chargeback and institute collection action against Care Seeker and take such other action it deems appropriate.

## **6.5 PAYMENT METHODS**

In order to use certain Site Services, Care Seeker must provide account information for at least one valid Payment Method.

Care Seeker hereby authorizes Dwell at Home, as applicable, to run credit card authorizations on all credit cards provided by Care Seeker, to store credit card and banking or other financial details as Care Seeker's method of payment consistent with our Privacy Policy, and to charge Care Seeker's credit card (or any other Payment Method) for the Care Giver's Fees and any other amounts owed under the Terms of Service. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments and manage your Payment Method information.

By providing Payment Method information through the Site and authorizing payments with the Payment Method, Care Seeker represents, warrants, and covenants that: (a) Care Seeker is legally authorized to provide such information; (b) Care Seeker is legally authorized to make payments using the Payment Method(s); (c) if Care Seeker is an employee or agent of a company or person that owns the Payment Method, that Care Seeker is authorized by the company or person to use the Payment Method to make payments on Dwell at Home; and (d) such actions do not violate the terms and conditions applicable to Care Seeker's use of such Payment Method(s) or applicable law. When Care Seeker authorizes a payment using a Payment Method via the Site, Care Seeker represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement or the other Terms of Service cannot be collected from Care Seeker's Payment Method(s), Care Seeker is solely responsible for paying such amounts by other means.

Because the use of any Payment Method may be limited by applicable law or by written agreement with your financial institution, Dwell at Home is not liable to any User if Dwell at Home does not complete a transaction as a result of any such limit, or if a financial institution fails to honor any credit or debit to or

from an account associated with such Payment Method. Dwell at Home will make commercially reasonable efforts to work with any such affected Users to resolve such transactions in a manner consistent with this Agreement and any applicable Escrow Instructions.

## **6.6 U.S. DOLLARS AND FOREIGN CURRENCY CONVERSION**

The Site and the Site Services operate in U.S. Dollars. If a User's Payment Method is denominated in a currency other than U.S. Dollars and requires currency conversion to make or receive payments in U.S. Dollars, the Site may display foreign currency conversion rates that Dwell at Home, or our Affiliates currently make available to convert supported foreign currencies to U.S. Dollars. These foreign currency conversion rates adjust regularly based on market conditions. Please note that the wholesale currency conversion rates at which we or our Affiliates obtain foreign currency will usually be different than the foreign currency conversion rates offered on the Site. Each User, at its sole discretion and risk, may authorize the charge, debit, or credit of its Payment Method in a supported foreign currency and the conversion of the payment to U.S. Dollars at the foreign currency conversion rate displayed on the Site. A list of supported foreign currencies is available on the Site. If foreign currency conversion is required to make a payment in U.S. Dollars and Dwell at Home or its Affiliates, as applicable, does not support the foreign currency or the User does not authorize the conversion of such payment at the foreign currency conversion rate displayed on the Site, Dwell at Home or one of our Affiliates will charge, debit, or credit the User's Payment Method in U.S. Dollars and the User's Payment Method provider will convert the payment at a foreign currency conversion rate selected by the User's Payment Method provider. The User's Payment Method provider may also charge fees directly to the Payment Method even when no currency conversion is involved. The User's authorization of a payment using a foreign currency conversion rate displayed on the Site is at the User's sole risk. Dwell at Home and our Affiliates are not responsible for currency fluctuations that occur when billing or crediting a Payment Method denominated in a currency other than U.S. Dollars. Dwell at Home and our Affiliates are not responsible for currency fluctuations that occur when receiving or sending payments to and from the Escrow Account.

## **7. NON-CIRCUMVENTION**

Section 7 discusses your agreement to make and receive payments only through Dwell at Home for two years from the date you first meet your Care Seeker or Care Givers on the Site, unless you pay an Opt-Out-Fee, as detailed below.

### **7.1 MAKING PAYMENTS THROUGH DWELL AT HOME**

You acknowledge and agree that a substantial portion of the compensation Dwell at Home receives for making the Site available to you is collected through the Service Fee described in Section 5.1. Dwell at Home only receives this Service Fee when a Care Seeker and a Care Giver's pay and receive payment through the Site. Therefore, for 24 months from the time you identify or are identified by any party through the Site (the "**Non-Circumvention Period**"), you agree to use the Site as your exclusive method to request, make, and receive all payments for work directly or indirectly with that party or arising out of your relationship with that party (the "**Dwell at Home Relationship**"). For the avoidance of doubt, if you, or the business you represent, did not identify and were not identified by another party through the Site, such as if you and another User worked together before meeting on the Site, then the Non-Circumvention Period does not apply. If you use the Site as an employee, agent, or representative of another business, then the Non-Circumvention Period applies to you and other employees, agents, or representatives of the business when acting in that capacity with respect to the other User.

Except if you pay the Opt-Out Fee (see Section 7.2), you agree not to circumvent the Payment Methods offered by the Site. By way of illustration and not in limitation of the foregoing, you agree not to:

- Submit proposals or solicit parties identified through the Site to contract, hire, work with, or pay outside the Site.
- Accept proposals or solicit parties identified through the Site to contract, invoice, or receive payment outside the Site.
- Invoice or report on the Site or in an Opt-Out Fee request an invoice or payment amount lower than that actually agreed between Users.
- Refer a User you identified on the Site to a third-party who is not a User of the Site for purposes of making or receiving payments off the Site.

You agree to notify Dwell at Home immediately if a person suggests to you making or receiving payments outside of the Site in violation of this Section 7.1. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to Dwell at Home by sending an email message to: [policy-reports@dwellathome.com](mailto:policy-reports@dwellathome.com).

If you refuse to accept any new version of the Terms of Service or elect not to comply with certain conditions of using the Site, such as minimum rates supported on the Site, and therefore choose to cease using the Site, you may pay the Opt-Out Fee for each other User you wish to continue working with on whatever terms you agree after you cease using the Site.

## 7.2 OPTING OUT

You may opt-out of the obligation in Section 7.1 with respect to each Dwell at Home Relationship only if the Care Seeker or prospective Care Seeker or Care Giver's pays Dwell at Home an opt-out fee for each such relationship (the "**Opt-Out Fee**").

The Opt-Out Fee is computed as follows

(a) interest at the rate of 18% per annum or the maximum rate permitted by applicable law, whichever is less, on the amount calculated in (b), from the date Care Seeker first makes payment to the subject Care Givers until the date the Opt-Out Fee is paid; and

(b) the greater of:

(i) \$3,500; or

(ii) 25% of the anticipated annualized salary or wages for one year if the Care Seeker offers Care Givers employment directly; or

(iii) all Service Fees that would be earned by Dwell at Home from the Dwell at Home Relationship during the Non-Circumvention Period, computed based on the annualized amount earned by Care Givers from Care Seeker during the most recent normalized 8-week period, or during such shorter period as data is available to Dwell at Home;

(iv) provided, however, that if the amount in (ii) and (iii) cannot be ascertained due to uncertainty or lack of sufficient information, then Dwell at Home and you agree that fee shall be \$3,500; if only one of (ii) or (iii) can be ascertained, then Dwell at Home and you agree that amount shall be used if it is greater than \$3,500.

To pay the Opt-Out Fee, you must request instructions by sending an email message to [optoutfee@dwellathome.com](mailto:optoutfee@dwellathome.com).

If Dwell at Home determines, in its sole discretion, that you have violated Section 7, Dwell at Home or its Affiliates may, to the maximum extent permitted by law (x) charge your Payment Method the Opt-Out Fee (including interest) if permitted by law or send you an invoice for the Opt-Out Fee (including interest), which you agree to pay within 30 days, (y) close your Account and revoke your authorization to use the Site and Site Services, and/or (z) charge you for all losses and costs (including any and all time of Dwell at Home's employees) and reasonable expenses (including attorneys' fees) related to investigating such breach and collecting such fees.

## 8. RECORDS OF COMPLIANCE

Section 8 discusses your agreement to make and keep all required records, as detailed below. Users will each (a) create and maintain records to document satisfaction of their respective obligations under this Agreement, including, without limitation, their respective payment obligations and compliance with tax and employment laws, and (b) provide copies of such records to Dwell at Home upon request. Nothing in this subsection requires or will be construed as requiring Dwell at Home to supervise or monitor a User's compliance with this Agreement, the other Terms of Service, or a Service Contract. You are solely responsible for creation, storage, and backup of your business records. This Agreement and any registration for or subsequent use of the Site will not be construed as creating any responsibility on Dwell at Home's part to store, backup, retain, or grant access to any information or data for any period.

## **9. WARRANTY DISCLAIMER**

Section 9 discusses your agreement and understanding that the Site and Site Services may not always be available or work perfectly, as detailed below.

YOU AGREE NOT TO RELY ON THE SITE, THE SITE SERVICES, ANY INFORMATION ON THE SITE OR THE CONTINUATION OF THE SITE. THE SITE AND THE SITE SERVICES ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. DWELL AT HOME MAKES NO REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE SITE, THE SITE SERVICES, WORK PRODUCT, OR ANY ACTIVITIES OR ITEMS RELATED TO THIS AGREEMENT OR THE TERMS OF SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DWELL AT HOME DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW FOR ALL OF THE FOREGOING LIMITATIONS ON WARRANTIES, SO TO THAT EXTENT, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. SECTION 14 (TERM AND TERMINATION) STATES USER'S SOLE AND EXCLUSIVE REMEDY AGAINST DWELL AT HOME WITH RESPECT TO ANY DEFECTS, NON-CONFORMANCES, OR DISSATISFACTION.

## **10. LIMITATION OF LIABILITY**

Section 10 discusses your agreement that Dwell at Home usually will not have to pay you damages relating to your use of the Site and Site Services and, if it is, at most it will be required to pay you \$2,500, as detailed below.

Dwell at Home is not liable, and you agree not to hold us responsible, for any damages or losses arising out of or in connection with the Terms of Service, including, but not limited to:

- your use of or your inability to use our Site or Site Services;
- delays or disruptions in our Site or Site Services;
- viruses or other malicious software obtained by accessing, or linking to, our Site or Site Services;
- glitches, bugs, errors, or inaccuracies of any kind in our Site or Site Services;
- damage to your hardware device from the use of the Site or Site Services;
- the content, actions, or inactions of third parties' use of the Site or Site Services;
- a suspension or other action taken with respect to your Account;
- your reliance on the quality, accuracy, or reliability of job postings, Profiles, ratings, recommendations, and feedback (including their content, order, and display), Composite Information, or metrics found on, used on, or made available through the Site; and
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to the Terms of Service.

ADDITIONALLY, IN NO EVENT WILL DWELL AT HOME, OUR AFFILIATES, OUR LICENSORS, OR OUR THIRD-PARTY SERVICE PROVIDERS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT COSTS OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, INSTALLATION AND REMOVAL COSTS, OR LOSS OF DATA, PRODUCTION, PROFIT, OR BUSINESS OPPORTUNITIES. THE LIABILITY OF DWELL AT HOME, OUR AFFILIATES, OUR LICENSORS, AND OUR THIRD-PARTY SERVICE PROVIDERS TO ANY USER FOR ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE WILL NOT EXCEED THE LESSER OF: (A) \$2,500; OR (B) ANY FEES RETAINED BY DWELL AT HOME WITH RESPECT TO SERVICE CONTRACTS ON WHICH USER WAS INVOLVED AS CARE SEEKER OR CARE GIVERS DURING THE SIX-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THESE LIMITATIONS WILL APPLY TO ANY LIABILITY, ARISING FROM ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE OTHER TERMS OF SERVICE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH COSTS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR ALL OF THE FOREGOING EXCLUSIONS AND LIMITATIONS, SO TO THAT EXTENT, SOME OR ALL OF THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

## **No Warranty**

The information and materials contained on the Site, including text, graphics, information, links or other items are provided "as is," "as available." Further, opinions, advice, statements, offers, or other information or content made available through the Services, but not directly by DwellAtHome.com, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content.

**DWELLATHOME.COM DOES NOT: (1) WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS; (2) ADOPT, ENDORSE OR ACCEPT RESPONSIBILITY FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE, OR STATEMENT MADE BY ANY PARTY OTHER THAN DWELLATHOME.COM; (3) WARRANT THAT YOUR USE OF THE SITE OR SERVICES WILL BE SECURE, FREE FROM COMPUTER VIRUSES, UNINTERRUPTED, ALWAYS AVAILABLE, ERROR-FREE OR WILL MEET YOUR REQUIREMENTS, OR THAT ANY DEFECTS IN THE SERVICES WILL BE CORRECTED; OR (4) GIVE ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DWELLATHOME.COM EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS.**

**IN ADDITION, AND WITHOUT LIMITING THE FOREGOING, DWELLATHOME.COM MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHETHER EXPRESS OR IMPLIED REGARDING THE SUITABILITY OF ANY USER OF OUR SITE TO PROVIDE SERVICES AS A CARE PROVIDER OR TO EMPLOY THE SERVICES OF A CARE PROVIDER.**

### **Assumption of Risk**

You assume all risk when using the Site and the Services, including but not limited to all of the risks associated with any online or offline interactions with users of the Site or the Services. You agree to take all necessary precautions when interacting with other site visitors or Registered Users.

### **Limitation of Liability**

**Incidental Damages and Aggregate Liability.** In no event will DwellAtHome.com be liable for any indirect, special, incidental, or consequential damages, losses or expenses arising out of or relating to the use or inability to use the Site or Services, including without limitation damages related to any information received from the Site or Services, removal of content from the Site, including profile information, any email distributed to any user or any linked web site or use thereof or inability to use by any party, or in connection with any termination of your subscription or ability to access the Site or Services, failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if DwellAtHome.com, or representatives thereof, are advised of the possibility of such damages, losses or expenses. UNDER NO CIRCUMSTANCES WILL DWELLATHOME.COM'S AGGREGATE LIABILITY, IN ANY FORM OF ACTION WHATSOEVER IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE SERVICES OR THE SITE, EXCEED THE AMOUNT OF \$25.00.

**No Liability for non-DwellAtHome.com Actions.** IN NO EVENT WILL DWELLATHOME.COM BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE OR THE SERVICES OR ANY AGREEMENT OR RELATIONSHIP FORMED USING THE SITE OR SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE'S RELIANCE ON INFORMATION OR OTHER CONTENT POSTED ON THE SITE, OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER REGISTERED USERS OF THE SITE OR SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE REGISTERED UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

In addition to the preceding paragraphs of this section and other provisions of these Terms, any advice that may be posted on the Site is for informational purposes only and is not intended to replace or substitute for any professional financial, medical, legal, or other advice. DwellAtHome.com makes no representations or warranties and expressly disclaims any and all liability concerning any treatment, action by, or effect on any person following the information offered or provided within or through the Site. If you have specific concerns or a situation arises in which you require professional or medical advice, you should consult with an appropriately trained and qualified specialist.

### **Indemnification**

By agreeing to these Terms, users of the Site and Services agree to indemnify, defend and hold harmless DwellAtHome.com and its Affiliates from and against any and all claims, losses, expenses or demands of liability, including reasonable attorneys' fees and costs incurred by DwellAtHome.com and its Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content you submit, post or transmit through the Site, (ii) use of the Site or Services by you in violation of these Terms of Use or in violation of any applicable law, or (iii) any relationship or agreement formed with a Care Seeker or Care Giver using the Site or Services. Users further agree that they will cooperate as reasonably required in the defense of such claims. DwellAtHome.com and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by users, and users shall not, in any event, settle any claim or matter without the written consent of DwellAtHome.com. Users further agree to hold harmless DwellAtHome.com and its Affiliates from any claim arising from a third party's use of information or materials of any kind that users post to the Site.

## 11. RELEASE

*Section 11 discusses your agreement not to hold us responsible for any dispute you may have with another User, as detailed below.*

In addition to the recognition that Dwell at Home is not a party to any contract between Users, you hereby release Dwell at Home, our Affiliates, and our respective officers, directors, agents, subsidiaries, joint ventures, employees and service providers from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with any dispute you have with another User, whether it be at law or in equity that exist as of the time you enter into this agreement. This release includes, for example and without limitation, any disputes regarding the performance, functions, and quality of the Care Giver's Services provided to Care Seeker by a Care Givers and requests for refunds based upon disputes. Procedures regarding the handling of certain disputes between Users are discussed in the Escrow Instructions.

**TO THE EXTENT APPLICABLE, YOU HEREBY WAIVE THE PROTECTIONS OF CALIFORNIA CIVIL CODE § 1542 (AND ANY ANALOGOUS LAW IN ANY OTHER APPLICABLE JURISDICTION) WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

This release will not apply to a claim that Dwell at Home failed to meet our obligations under the Terms of Service.

## 12. INDEMNIFICATION

Section 12 discusses your agreement to pay for any costs or losses we have as a result of a claim brought against us related to your use of the Site or Site Services or your illegal or harmful conduct, as detailed below.

You will indemnify, defend, and hold harmless Dwell at Home, our Affiliates, and our respective directors, officers, employees, representatives, and agents (each an "**Indemnified Party**") for all Indemnified Claims (defined below) and Indemnified Liabilities (defined below) relating to or arising out of: (a) the use of the Site and the Site Services by you or your agents, including any payment obligations or default (described in Section 6.4 (Non-Payment)) incurred through use of the Site Services; (b) any Service Contract entered into by you or your agents, including, but not limited to, the classification of a Care Givers as an independent contractor; the classification of Dwell at Home as an employer or joint employer of Care Givers; any employment-related claims, such as those relating to employment termination, employment discrimination, harassment, or retaliation; and any claims for unpaid wages or

other compensation, overtime pay, sick leave, holiday or vacation pay, retirement benefits, worker's compensation benefits, unemployment benefits, or any other employee benefits; (c) failure to comply with the Terms of Service by you or your agents; (d) failure to comply with applicable law by you or your agents; (e) negligence, willful misconduct, or fraud by you or your agents; and (f) defamation, libel, violation of privacy rights, unfair competition, or infringement of Intellectual Property Rights or allegations thereof to the extent caused by you or your agents. For purposes of this Section 12, your agents includes any person who has apparent authority to access or use your account demonstrated by using your username and password.

**"Indemnified Claim"** means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by you or a third party or other User against an Indemnified Party.

**"Indemnified Liability"** means any and all claims, damages, liabilities, costs, losses, and expenses (including reasonable attorneys' fees and all related costs and expenses) arising from or relating to any claim, suit, proceeding, demand, or action brought by an Indemnified Party against you or a third party or other User.

### **13. AGREEMENT TERM AND TERMINATION**

Section 13 discusses your and Dwell at Home's agreement about when and how long this Agreement will last, when and how either you or Dwell at Home can end this Agreement, and what happens if either of us ends the Agreement, as detailed below.

#### **13.1 TERMINATION**

Unless both you and Dwell at Home expressly agree otherwise in writing, either of us may terminate this Agreement in our sole discretion, at any time, without explanation, upon written notice to the other, which will result in the termination of the other Terms of Service as well, except as otherwise provided herein. You may provide written notice to [legalnotices@dwellathome.com](mailto:legalnotices@dwellathome.com). In the event you properly terminate this Agreement, your right to use the Site and Site Services is automatically revoked, and your Account will be closed. Dwell at Home is not a party to any Service Contract between Users. Consequently, User understands and acknowledges that termination of this Agreement (or attempt to terminate this Agreement) does not terminate or otherwise impact any Service Contract or Project entered into between Users. If you attempt to terminate this Agreement while having one or more open Projects, you agree (a) you hereby instruct Dwell at Home to close any open contracts; (b) you will continue to be bound by this Agreement and the other Terms of Service until all such Projects have closed on the Site; (c) Dwell at Home will continue to perform those Site Services necessary to complete any open Project or related transaction between you and another User; and (d) you will continue to be obligated to pay any amounts accrued but unpaid as of the date of termination or as of the closure of any open Service Contracts, whichever is later, to Dwell at Home for any Site Services or such other amounts owed under the Terms of Service and to any Care Givers for any Care Giver's Services.

Without limiting Dwell at Home's other rights or remedies, we may, but are not obligated to, temporarily or indefinitely revoke access to the Site or Site Services, deny your registration, or permanently revoke your access to the Site and refuse to provide any or all Site Services to you if: (i) you breach the letter or spirit of any terms and conditions of this Agreement or any other provisions of the Terms of Service; (ii) we suspect or become aware that you have provided false or misleading information to us; or (iii) we believe, in our sole discretion, that your actions may cause legal liability for you, our Users, or Dwell at Home or our Affiliates; may be contrary to the interests of the Site or the User community; or may involve illicit or illegal activity. If your Account is temporarily or permanently closed, you may not use the Site under the same Account or a different Account or reregister under a new Account without Dwell at Home's prior written consent. If you attempt to use the Site under a different Account, we reserve the

right to reclaim available funds in that Account and/or use an available Payment Method to pay for any amounts owed by you to the extent permitted by applicable law.

You acknowledge and agree that the value, reputation, and goodwill of the Site depend on transparency of User's Account status to all Users, including both yourself and other Users who have entered into Service Contracts with you. You therefore agree as follows: **IF DWELL AT HOME DECIDES TO TEMPORARILY OR PERMANENTLY CLOSE YOUR ACCOUNT, DWELL AT HOME HAS THE RIGHT WHERE ALLOWED BY LAW BUT NOT THE OBLIGATION TO: (A) NOTIFY OTHER USERS THAT HAVE ENTERED INTO SERVICE CONTRACTS WITH YOU TO INFORM THEM OF YOUR CLOSED ACCOUNT STATUS, (B) PROVIDE THOSE USERS WITH A SUMMARY OF THE REASONS FOR YOUR ACCOUNT CLOSURE. YOU AGREE THAT DWELL AT HOME WILL HAVE NO LIABILITY ARISING FROM OR RELATING TO ANY NOTICE THAT IT MAY PROVIDE TO ANY USER REGARDING CLOSED ACCOUNT STATUS OR THE REASON(S) FOR THE CLOSURE.**

## **13.2 ACCOUNT DATA ON CLOSURE**

Except as otherwise required by law, if your Account is closed for any reason, you will no longer have access to data, messages, files, or other material you keep on the Site and that any closure of your Account may involve deletion of any content stored in your Account for which Dwell at Home will have no liability whatsoever. Dwell at Home, in its sole discretion and as permitted or required by law, may retain some or all of your Account information.

## **13.3 SURVIVAL**

After this Agreement terminates, the terms of this Agreement and the other Terms of Service that expressly or by their nature contemplate performance after this Agreement terminates or expires will survive and continue in full force and effect. For example, the provisions requiring arbitration, permitting audits, protecting intellectual property, requiring non-circumvention, indemnification, payment of fees, reimbursement and setting forth limitations of liability each, by their nature, contemplate performance or observance after this Agreement terminates. Without limiting any other provisions of the Terms of Service, the termination of this Agreement for any reason will not release you or Dwell at Home from any obligations incurred prior to termination of this Agreement or that thereafter may accrue in respect of any act or omission prior to such termination.

## **14. DISPUTES BETWEEN YOU AND DWELL AT HOME**

Section 14 discusses your agreement with Dwell at Home and our agreement with you about how we will resolve any disputes, including that we will both first try to resolve any dispute informally and, if you are in the United States, that we both agree to use arbitration instead of going to court or using a jury if we can't resolve the dispute informally, as detailed below.

### **14.1 DISPUTE PROCESS, ARBITRATION, AND SCOPE**

If a dispute arises between you and Dwell at Home or our Affiliates, our goal is to resolve the dispute quickly and cost-effectively. Accordingly, unless you opt out as provided in Section 14.4.4 below, you, Dwell at Home, and our Affiliates agree to resolve any claim, dispute, or controversy that arises out of or relates to this Agreement, the other Terms of Service, your relationship with Dwell at Home (including without limitation any claimed employment with Dwell at Home or one of our Affiliates or successors), the termination of your relationship with Dwell at Home, or the Site Services (each, a "**Claim**") in accordance with this Section 14 (sometimes referred to as the "**Arbitration Provision**").

Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes, or controversies arising out of or relating to this Agreement, the Terms of Service, any Service Contract, escrow payments or agreements, any payments or monies you claim are due to you from Dwell at Home or our Affiliates or successors, trade secrets, unfair competition, false advertising, consumer protection,

privacy, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, termination, discrimination, retaliation or harassment and claims arising under the Defend Trade Secrets Act of 2016, Civil Rights Act of 1964, Rehabilitation Act, Civil Rights Acts of 1866 and 1871, Civil Rights Act of 1991, the Pregnancy Discrimination Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state statutes or regulations addressing the same or similar subject matters, and all other federal or state legal claims arising out of or relating to your relationship with Dwell at Home or the termination of that relationship.

Disputes between the parties that may not be subject to predispute arbitration agreement as provided by the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by an Act of Congress or lawful, enforceable Executive Order, are excluded from the coverage of this Agreement.

## **14.2 CHOICE OF LAW**

These Site Terms of Use, the other Terms of Service, and any Claim will be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG); provided, however, that any Claims made by any Care Givers located within the United States will be governed by the law of the state in which such Care Givers resides. However, notwithstanding the foregoing sentence, this Arbitration Provision is governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

## **14.3 INFORMAL DISPUTE RESOLUTION**

Before serving a demand for arbitration of a Claim, you and Dwell at Home agree to first notify each other of the Claim. You agree to notify Dwell at Home of the Claim at Attn: Legal, [1500 First Avenue North, Suite M141, Birmingham, Alabama 35203] or by email to [legalnotices@dwellathome.com](mailto:legalnotices@dwellathome.com), and Dwell at Home agrees to provide to you a notice at your email address on file (in each case, a **"Notice"**). You and Dwell at Home then will seek informal voluntary resolution of the Claim. Any Notice must include pertinent account information, a brief description of the Claim, and contact information, so that you or Dwell at Home, as applicable, may evaluate the Claim and attempt to informally resolve the Claim. Both you and Dwell at Home will have 60 days from the date of the receipt of the Notice to informally resolve the other party's Claim, which, if successful, will avoid the need for further action.

## **14.4 BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED STATES AND ITS TERRITORIES)**

This Arbitration Provision applies to all Users except Users located outside of the United States and its territories.

In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, Dwell at Home, and our Affiliates agree to resolve the Claim by final and binding arbitration before an arbitrator from JAMS, instead of a court or jury. JAMS may be contacted at [www.jamsadr.com](http://www.jamsadr.com).

### **14.4.1. SCOPE OF ARBITRATION AGREEMENT AND CONDUCT OF ARBITRATION**

This Arbitration Provision applies to any Claim (defined above) the parties may have and survives after your relationship with Dwell at Home ends. Claims covered by this Arbitration Provision include, but are not limited to, all claims, disputes or controversies arising out of or relating to this Agreement, the Terms of Service and the Dwell at Home Payroll Agreement. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason JAMS will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as otherwise provided herein, arbitration will be conducted in [insert county], Alabama in accordance with the JAMS Comprehensive Arbitration Rules and Procedures' Optional Expedited Arbitration Procedures then in effect. Arbitration of disputes brought by a User that allege a violation of a consumer protection statute also will be subject to the JAMS Consumer Arbitration Minimum Standards, and such arbitrations will be conducted in the same state and within 25 miles of where the User is located. Claims by Care Givers that allege employment or worker classification disputes or will be conducted in the state and within 25 miles of where Care Givers is located in accordance with the JAMS Employment Arbitration Rules and Procedures then in effect. The applicable JAMS arbitration rules may be found at [www.jamsadr.com](http://www.jamsadr.com) or by searching online for "JAMS Comprehensive Arbitration Rules and Procedures," "JAMS Employment Arbitration Rules," or "JAMS Consumer Arbitration Minimum Standards." Any dispute regarding the applicability of a particular set of JAMS rules shall be resolved exclusively by the arbitrator. Any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and Dwell at Home will follow the applicable JAMS rules with respect to arbitration fees. In any arbitration under the JAMS Employment Arbitration Rules and Procedures, the Care Givers will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, with Dwell at Home to make up the difference, if any. In any arbitration under the JAMS Comprehensive Arbitration Rules and Procedures' Optional Expedited Arbitration Procedures then in effect in which a User makes a claim under a consumer protection statute, the User will pay JAMS arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted, or \$250.00, whichever is less, with Dwell at Home to make up the difference, if any. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

This Arbitration Provision does not apply to litigation between Dwell at Home and you that is or was already pending in a state or federal court or arbitration before the expiration of the opt-out period set forth in Section 14.4.4, below. Notwithstanding any other provision of this Agreement, no amendment to this Arbitration Provision will apply to any matter pending in an arbitration proceeding brought under this Section 14 unless all parties to that arbitration consent in writing to that amendment.

This Arbitration Provision also does not apply to claims for workers compensation, state disability insurance or unemployment insurance benefits.

Nothing in this Arbitration Provision prevents you from making a report to or filing a claim or charge with a government agency, including without limitation the Equal Employment Opportunity Commission, U.S. Department of Labor, U.S. Securities and Exchange Commission, National Labor Relations Board, or Office of Federal Contract Compliance Programs. Nothing in this Arbitration Provision prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Arbitration Provision. This Arbitration Provision also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Arbitration Provision. Nothing in this Arbitration Provision prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. Dwell at Home will not retaliate against you

for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

#### **14.4.2. INTERPRETATION AND ENFORCEMENT OF THIS ARBITRATION PROVISION**

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. Except as otherwise provided in this Arbitration Provision, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Arbitration Provision, this Agreement, or any other part of the Terms of Service is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in subsection C, below, of this Arbitration Provision is deemed to be unenforceable, you and Dwell at Home agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

#### **14.4.3. CLASS AND COLLECTIVE WAIVER**

**Private attorney general representative actions under the California Labor Code are not arbitrable, not within the scope of this Arbitration Provision and may be maintained in a court of law. However, this Arbitration Provision affects your ability to participate in class or collective actions. Both you and Dwell at Home agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding (“Class Action Waiver”). Notwithstanding any other provision of this Agreement or the JAMS rules, disputes regarding the enforceability, revocability, scope, or validity or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. You and Dwell at Home agree that you will not be retaliated against, disciplined or threatened with discipline as a result of your filing or participating in a class or collective action in any forum. However, Dwell at Home may lawfully seek enforcement of this Arbitration Provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims.**

#### **14.4.4. RIGHT TO OPT OUT OF THE ARBITRATION PROVISION**

**You may opt out of the Arbitration Provision contained in this Section 14 by notifying Dwell at Home in writing within 30 days of the date you first registered for the Site.** To opt out, you must send a written notification to Dwell at Home at Attn: Legal, **[INSERT ADDRESS]** that includes (a) your Account username, (b) your name, (c) your address, (d) your telephone number, (e) your email address, and (f) a statement indicating that you wish to opt out of the Arbitration Provision. Alternatively, you may send this written notification to [legalnotices@dwellathome.com](mailto:legalnotices@dwellathome.com). Opting out of this Arbitration Provision will not affect any other terms of this Agreement.

If you do not opt out as provided in this Section 14.4.4, continuing your relationship with Dwell at Home constitutes mutual acceptance of the terms of this Arbitration Provision by you and Dwell at Home. You

have the right to consult with counsel of your choice concerning this Agreement and the Arbitration Provision.

#### **14.4.5. Enforcement of this Arbitration Provision.**

This Arbitration Provision replaces all prior agreements regarding the arbitration of disputes and is the full and complete agreement relating to the formal resolution of disputes covered by this Arbitration Provision. In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in Section 14.4.3, above, is deemed to be unenforceable, you and Dwell at Home agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

### **15. GENERAL**

Section 15 discusses additional terms of the agreement between you and Dwell at Home, including that the Terms of Service contain our full agreement, how the agreement will be interpreted and applied, and your agreement not to access the Site from certain locations, as detailed below.

#### **15.1 ENTIRE AGREEMENT**

This Agreement, together with the other Terms of Service, sets forth the entire agreement and understanding between you and Dwell at Home relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in the Terms of Service are included for ease of reference only and have no binding effect. Even though Dwell at Home drafted the Terms of Service, you represent that you had ample time to review and decide whether to agree to the Terms of Service. If an ambiguity or question of intent or interpretation of the Terms of Service arises, no presumption or burden of proof will arise favoring or disfavoring you or Dwell at Home because of the authorship of any provision of the Terms of Service.

#### **15.2 MODIFICATIONS; WAIVER**

No modification or amendment to the Terms of Service will be binding upon Dwell at Home unless in a written instrument signed by a duly authorized representative of Dwell at Home or posted on the Site by Dwell at Home. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

#### **15.3 ASSIGNABILITY**

User may not assign the Terms of Service, or any of its rights or obligations hereunder, without Dwell at Home's prior written consent in the form of a written instrument signed by a duly authorized representative of Dwell at Home. Dwell at Home may freely assign this Agreement and the other Terms of Service without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, the Terms of Service are binding upon and will inure to the benefit of the successors, heirs, and permitted assigns of the parties.

#### **15.4 SEVERABILITY**

If and to the extent any provision of this Agreement or the other Terms of Service is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or

unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

## **15.5 FORCE MAJEURE**

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder for a reasonable period due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party.

## **15.6 PREVAILING LANGUAGE AND LOCATION**

The English language version of the Terms of Service will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States.

## **15.7 ACCESS OF THE SITE OUTSIDE THE UNITED STATES**

Dwell at Home makes no representations that the Site is appropriate or available for use outside of the United States. Those who access or use the Site from other jurisdictions do so at their own risk and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control. You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software.

In order to access or use the Site or Site Services, you must and hereby represent that you are not: (a) a citizen or resident of a geographic area in which access to or use of the Site or Site Services is prohibited by applicable law, decree, regulation, treaty, or administrative act; (b) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other sovereign country sanctions or embargoes; or (c) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce Denied Persons or Entity List, the U.S. Department of Treasury Specially Designated Nationals or Blocked Persons Lists, or the U.S. Department of State Debarred Parties List or otherwise ineligible to receive items subject to U.S. export control laws and regulations or other economic sanction rules of any sovereign nation. You agree that if your country of residence or other circumstances change such that the above representations are no longer accurate, that you will immediately cease using the Site and Site Services and your license to use the Site or Site Services will be immediately revoked.

## **15.8 CONSENT TO USE ELECTRONIC RECORDS**

In connection with the Site Terms of Use, you may be entitled to receive certain records from Dwell at Home or our Affiliates, such as contracts, notices, and communications, in writing. To facilitate your use of the Site and the Site Services, you give us permission to provide these records to you electronically instead of in paper form.

## **16. DEFINITIONS**

Section 16 gives you some definitions of capitalized terms that appear in the Terms of Service but other capitalized terms are defined above, which you can tell because the term is put in quotation marks and bold font.

Capitalized terms not defined below or above have the meanings described in the Site Terms of Use or elsewhere in the Terms of Service.

**“Confidential Information”** means any material or information provided to, or created by, a User to evaluate a Project or the suitability of another User for the Project, regardless of whether the information is in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that is known to the public or that: (a) is generally known by third parties as a result of no act or omission of Care Givers or Care Seeker; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

**“Fixed-Price Contract”** means a Service Contract for which Care Seeker is charged a fixed fee agreed between a Care Seeker and a Care Givers, prior to the commencement of a Service Contract, for the completion of all Care Givers Services contracted by Care Seeker for such Service Contract.

**“Care Givers Fees”** means: (a) for an Hourly Contract, the amount reflected in the Hourly Invoice (the number of hours invoiced by Care Givers, multiplied by the hourly rate charged by Care Givers); (b) for a Fixed-Price Contract, the fixed fee agreed between a Care Seeker and a Care Givers; and (c) any bonuses or other payments made by a Care Seeker to a Care Givers.

**“Hourly Contract”** means a Service Contract for which Care Seeker is charged based on the hourly rate charged by Care Givers.

**“Hourly Invoice”** means the report of hours invoiced for a stated period by a Care Givers for Care Givers Services performed for a Care Seeker.

The term **“including”** as used herein means including without limitation.

**“Intellectual Property Rights”** means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

**“Payment Method”** means a valid credit card issued by a bank acceptable to Dwell at Home, a bank account linked to your Account, a PayPal account, a debit card, or such other method of payment as Dwell at Home may accept from time to time in our sole discretion.

**“Project”** means an engagement for Care Givers Services that a Care Givers provides to a Care Seeker under a Service Contract on the Site.

**“Service Contract”** means, as applicable, (a) the contractual provisions between a Care Seeker and a Care Givers governing the Care Givers Services to be performed by a Care Givers for Care Seeker for a Project.

**“Substantial Change”** means a change to the terms of the Terms of Service that reduces your rights or increases your responsibilities.

**“Dwell at Home App”** means the online platform accessed using Dwell at Home’s downloaded application or other software that enables time tracking and invoicing, chat, and screenshot sharing with other Users.

**“Work Product”** means any tangible or intangible results or deliverables that Care Givers agrees to create for, or actually delivers to, Care Seeker as a result of performing the Care Givers Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.