

## **Terms of Use**

This Agreement governs the use of the services (the "Service") offered by Babybestfriend ("Babybestfriend.ch") at the Babybestfriend.ch Website (the "Site"). Please read these Terms of Use ("Terms of Use" or "Agreement") before using or continuing to use the Site. Use of the Site constitutes an agreement to all terms and conditions in this Agreement. By using this Site you represent, warrant, understand, agree to and accept all terms and conditions contained in this Agreement without modification by User. If you object to anything in this Agreement or the Privacy Policy, do not use the Site or the Service. The Terms of Use are subject to change by Babybestfriend.ch at any time, effective upon posting on the Site of a revised version, and your use of the service after such posting, or your failure to terminate your account before the effective date of the revised version, will constitute acceptance by you of the revised version of the Terms of Use.

### **General Terms**

Babybestfriend.ch Connects Care Providers and Care Seekers.

Babybestfriend.ch is a communications platform for enabling the connection between individuals seeking services ("Care Seekers") and/or individuals seeking to provide services ("Care Providers", "Users"). Users do hereby represent, understand and expressly agree that Babybestfriend.ch does not have liability for or control over the veracity of Users or the quality, timing, legality or any other aspect whatsoever of the services actually delivered by the Care Providers, nor of the veracity, integrity, responsibility or any of the actions whatsoever of the Care Seekers. All Users do hereby expressly agree not to hold Babybestfriend.ch (or Babybestfriend's agents, representatives, advertisers or employees) liable for any instruction, advice, act, omission, or services delivered which originated through the Site and Babybestfriend.ch expressly disclaims any liability whatsoever for any damage, suits, claims, and/or controversies that have arisen or may arise, whether known or unknown there from.

### **Transactions**

In no way is Babybestfriend.ch involved in transactions for care services to be rendered by any User. If there are any issues concerning advice and/or service received or payment due, Users must deal directly with the other User to resolve any disputes. Babybestfriend.ch will not be held responsible and expressly disclaims any liability whatsoever for any claims and/or controversies that may arise for any disputes between any Users. By using this Site, you do hereby represent, understand, and expressly agree to hold Babybestfriend.ch harmless for any claim or controversy that may arise from any disputes between Users of the Site. Babybestfriend.ch will make a good faith effort to terminate Users if a background check indicates that the User does not meet the Eligibility Conditions and Babybestfriend.ch reserves all of its rights, including (without limitation) its right to remove material objectionable to Babybestfriend.ch. By using this Site, you do hereby agree to report any alleged improprieties of any Users to Babybestfriend.ch immediately by notifying Babybestfriend.ch of the same via electronic correspondence at [contact@babybestfriend.ch](mailto:contact@babybestfriend.ch).

### **Public Areas**

Any usage of the Site by any User that Babybestfriend.ch finds inappropriate and/or offensive in its sole discretion may result in immediate suspension or revocation of the privilege to use this Site. Babybestfriend.ch reserves the right to revoke or suspend the privilege of any user to use this Site at any time and at its sole discretion.

Users agree not to:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as, but not limited to, rights of privacy and publicity) of others.

- Publish, post, upload, distribute or disseminate any profane, defamatory, infringing, obscene or unlawful topic, name, material or information.
- Use the Site for any purpose which is in violation of local, state, national, or international law.
- Upload files that contain software or other material that violates the intellectual property rights (or rights of privacy or publicity) of any third party.
- Upload files that contain viruses, corrupted files, or any other similar software or Services that may damage the operation of another's computer.
- Advertise or offer to sell any goods or services for any commercial purpose on the Site which are not relevant to the services offered on the Site.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Impersonate another person or allow any other person or entity to use User's identification to post or view comments.
- Post the same note repeatedly (referred to as 'spamming'). Spamming is strictly prohibited.
- Download any file posted by another User that a User knows, or reasonably should know, cannot be legally distributed through the Site.
- Restrict or inhibit any other User from using and enjoying the Public areas.

#### **Eligibility Certification; User Obligations**

By becoming or attempting to become a Care Provider or Care Seeker, or by using this site, every User certifies that the User meets and will continue to meet the following conditions for as long as the user uses the Site or service:

1. The User is at least 18 years old and is legally authorized to work within the jurisdiction of Switzerland
2. The User has not been convicted of a crime of any nature, including any felony or any misdemeanour of any kind, and has not been convicted of any sexual offenses; and
3. The User further represents that User is not currently out on bail or on User's own pending trial, relating to any felony of any kind.

Each User makes the above certification and agrees that (a) Babybestfriend.ch may rely on it as true, and (b) may change the conditions from time to time and require new certifications. Users acknowledge that Babybestfriend.ch does not have actual knowledge that the Eligibility Certification is true.

Care Providers and Care Seekers agree to make their own decisions and assessments about persons they employ. Babybestfriend.ch does not independently verify that any or all of the Eligibility Conditions are met by any User. If Babybestfriend.ch becomes aware (such as through a background check) that an Eligibility Condition is not met or appears not to be met, Babybestfriend.ch may terminate the User without notice or refund and each User agrees to make no further use of the Site or Service after termination. Babybestfriend.ch reserves the right (but does not undertake any duty) to take appropriate legal action. Babybestfriend.ch hereby disclaims, and each User agrees Babybestfriend.ch shall not have any liability whatsoever for: (1) any inaccuracy of a User's Eligibility Certification or any information or inaccuracy in any background check report, other consumer report, identity report or other report from a Verification Service, or (2) misstatements and/or misrepresentations made by any User of this Site.

All Users do hereby agree to be the sole, authorized user of their account, and to be responsible for all use of their account. Babybestfriend.ch has no control over the use of any User's account and expressly disclaims any liability derived there from. Should any user suspect that any unauthorized party may be using their account, User does hereby agree to contact Babybestfriend.ch immediately. Links (such as hyperlinks) from Babybestfriend.ch to other sites on the Web do not constitute the endorsement by Babybestfriend.ch of those sites

or their content. User acknowledges that these links are provided as an information service, for reference and convenience only. User acknowledges that Babybestfriend.ch does not control such websites, and is not responsible for their content, and that the existence of such links on the Site to such websites does not mean that Babybestfriend.ch endorses any of the material on such websites, or has any association with their operators. Users further acknowledge that use of any website controlled, owned or operated by third parties is governed by the terms and conditions of use for those websites, and not by Babybestfriend's Terms of Use and Privacy Policy. User agrees that User accesses such third-party websites at User's own risk. Babybestfriend.ch expressly disclaims any liability derived from the use and/or viewing of any websites or other material associated with links that may appear on this Site. All users do hereby agree to hold Babybestfriend.ch harmless from any liability that may result from the use of links that may appear on the Site.

Babybestfriend.ch is intended for people 18 or older. You must identify your age during the registration process. That being said, Babybestfriend.ch does not assume any responsibility for any misrepresentations regarding the age of any User made in connection with any User's registration for or use of the Site. We reserve our right to terminate without notice the membership of any User if we believe that the User has provided any false information to us when registering for or using this Site.

### **Non-Solicitation**

The Site and Service may be used to find, select and connect with other Users for the purpose of receiving or providing care services. The Site and related services may not be used by any person to recruit for another website, solicit, advertise, or contact in any form Users for employment, contracting, or any other purpose for a business not affiliated with Babybestfriend.ch without express written permission from Babybestfriend.ch. Should Babybestfriend.ch find that you violate the terms of this section or any terms stated herein, Babybestfriend.ch reserves the right to terminate your use of this Site at its sole discretion at any time, and further reserves the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

The Site is for the use of individual Users only and may not be used in connection with any commercial endeavours (other than the direct employment of a Care Provider by a Care Seeker) without the express written consent of Babybestfriend.ch in advance.

### **Specific Terms and Conditions**

Babybestfriend.ch is a communications platform for enabling the connection between Users. Babybestfriend.ch does not take part in the interaction between Users. Babybestfriend.ch does not have control over the quality, timing or legality of services actually delivered by its Users. Babybestfriend.ch makes no representations about the suitability, reliability, timeliness, and accuracy of the childcare provided by Users identified through the Site whether in public, private, or offline interactions. Due to the nature of the Internet and the difficulty of and restrictions on verifying individuals, Babybestfriend.ch does not confirm that each User is who they claim to be. Babybestfriend.ch does not assume any responsibility for the accuracy or reliability of this information or any information on this Site.

In the event that you have a dispute with one or more Users, you release Babybestfriend.ch (and our officers, directors, agents, investors, subsidiaries, and employees) from all claims, demands, or damages of every kind and nature.

### **Information Provided by Users**

Users are responsible for providing accurate, timely and complete information to Babybestfriend.ch in connection with their registration for and use of the Site. Babybestfriend.ch is not responsible for any claims relating to any inaccurate, untimely, or incomplete information, including but not limited to Eligibility Certifications, provided to us.

Users represent and warrant that they are the owner or a licensee or otherwise have the right to provide any information or materials (including pre-existing materials) that they post or transmit for use in Public Areas. Users hereby grant Babybestfriend.ch an irrevocable, royalty-free, perpetual, non-exclusive worldwide license to use, copy, display, modify, edit, create derivative works from and distribute any information or materials they post in Public Areas. As set forth in Babybestfriend's Privacy Policy, any submissions to Public Areas will be public, and Babybestfriend.ch will not be responsible for the action of Users with respect to any information or materials posted in Public Areas.

### **Your Information**

"Your Information" is defined as any information you provide to us or other Users through the Site. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of Your Information. With respect to Your Information, you hereby represent and warrant to Babybestfriend.ch that Your Information (or any items or contents listed therein): (a) shall not be false, inaccurate or misleading; (b) shall not be fraudulent or involve the sale of counterfeit or stolen items; (c) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary right or rights of publicity or privacy; (d) shall not violate any law, statute, ordinance, or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (e) shall not be defamatory, libellous, unlawfully threatening, or unlawfully harassing; (f) shall not be obscene or contain child pornography or be harmful to minors; (g) shall not contain any viruses, Trojan Horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information; (h) shall not create liability for Babybestfriend.ch or cause Babybestfriend.ch to lose (in whole or in part) the services of our partners or suppliers. Babybestfriend.ch will also use Your Information in accordance with our Privacy Policy.

### **Billing and Payment Policy**

The website is free for Care Providers.

Care Seekers selecting a paid level of membership to the Site are obligated to pay for the services of the Site, unless specifically notified otherwise. The price structure may change in the future. For all fees, Babybestfriend.ch will charge the User's credit card according to the agreed-upon fee between User and Babybestfriend.ch for use of the services of the Site. While Babybestfriend.ch will use reasonable commercial efforts to ensure the privacy of all credit cards and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third parties. User does hereby agree to hold Babybestfriend.ch harmless for any damages that may result there from. Babybestfriend.ch will use a third party service to process credit card information.

### **Reinstatement**

An eligible User may reinstate a subscription that has expired. A new price structure may apply at reinstatement.

### **Indemnification**

By agreeing to the terms of this Agreement, Users agree to indemnify, defend, and hold harmless Babybestfriend.ch, its directors, officers, employees, agents, licensors, attorneys, independent contractors, providers, subsidiaries, and affiliates (collectively referred to herein as "Babybestfriend.ch") from and against any and all claim, loss, expense or demand of liability, including attorneys' fees and costs incurred by Babybestfriend.ch and Affiliates in connection with any claim by a third party (including an intellectual property claim) arising out of (i) materials and content Users submit, post or transmit through the Site, or (ii) use of the Site in violation of these Terms of Use or in violation of any applicable law. Users further agree that they will cooperate as reasonably required in the defence of such claims.

Babybestfriend.ch and affiliates reserve the right, at their own expense, to assume the exclusive defence 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 Babybestfriend.ch. Users further agree to hold harmless Babybestfriend.ch and Affiliates, as well as, if applicable, the User's employer<sup>1</sup> or anyone who pays for the Service on the User's behalf, from any claim arising from a third party's use of information or materials of any kind that they transmit through or post on the Site. You may request to see if your company is on the list of employers that subscribe to the Service on behalf of their employees by submitting an inquiry via company email account addressed to [contact@babybestfriend.ch](mailto:contact@babybestfriend.ch).

### **Term of Agreement**

This Agreement will become effective immediately upon any use by any User of the Site and shall remain effective unless terminated by Babybestfriend.ch as provided hereunder. If Babybestfriend.ch terminates a User's membership in the Service because the User has breached this Agreement, the User will not be entitled to any refund of unused subscription fees. All decisions regarding the termination of accounts shall be made in the sole discretion of Babybestfriend.ch. Except as required by law, Babybestfriend.ch is not required to disclose, and may be prohibited from disclosing, a reason for the termination of the User's account. Even after the User's membership or subscription is terminated, this Agreement will remain enforceable against such terminated User. All terms that by their nature may survive termination of this Agreement shall be deemed to survive such termination.

All text, graphics, editorial content, data, formatting, graphs, designs, HTML, look and feel, photographs, images, software, videos, designs and other content that users see or read on the Site is owned by Babybestfriend.ch. or is used with permission. This Material is protected in all forms, media and technologies now known or hereinafter developed. With the exception of uses allowed under the section above called "Permitted Uses," Users may not copy, download, use redesign, reconfigure, or retransmit anything from the Babybestfriend.ch Site without Babybestfriend.ch's prior express written permission. Furthermore, Users are not allowed to post or distribute any material that they do not own, or which they do not have permission to use. Violation of this policy may result in copyright, trademark or other intellectual property rights violations and liability, and subject Users to termination from the use of this Site or civil or criminal penalties. In addition, the Site contains material protected by the domestic and international laws of copyright, patents, and other proprietary rights and laws.

Babybestfriend.ch Privacy Policy located on its Site as modified by Babybestfriend.ch from time to time is a part of these Terms of Use and is incorporated herein by this reference. By using this Site, you do hereby represent, understand and agree that you have reviewed and agree to that policy.

### **Limited License**

Babybestfriend.ch grants Users a nonexclusive, revocable right to use the Site provided that Users do not (i) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, (ii) modify or attempt to modify the Site in any manner or form, or (iii) violate any term in this Agreement.

### **Modifications to the Site**

Babybestfriend.ch reserves the right in its sole discretion to review, improve, modify or discontinue, temporarily or permanently, the Site or any content or information on the Site with or without notice to the User. Users have the same rights with regard to their self-generated content on the Site. Users agree that Babybestfriend.ch shall not be liable to User or any third party for any modification or discontinuance of the Site.

**User account, password and security**

Users are responsible for maintaining the confidentiality of any password and account number provided by themselves or Babybestfriend.ch for accessing the Site and are fully responsible for all activities that occur under User's password or account. User agrees to immediately notify Babybestfriend.ch of any unauthorized use of Users' password or account or any other breach of security.

**No Joint Venture**

Babybestfriend.ch is not an employment service and does not serve as an employer of any User that may use this Site. Babybestfriend's is only a venue for connecting Users. As such, Babybestfriend.ch expressly disclaims any liability that may arise between Users of its Site.

**Limitations on Use**

In the interest of maintaining the performance and availability of the site and in enforcing these Terms of Use, Babybestfriend.ch reserves the right to place certain limitations on User's access to the site and certain site features. User acknowledges that this term supersedes any specific offer made by Babybestfriend.ch and that these limitations may be enforced at Babybestfriend's sole discretion.

**Limitation of Liability**

Under no circumstances will Babybestfriend.ch or its Affiliates be liable to Users for any indirect, incidental, consequential, special or exemplary damages arising from any provision of this Agreement or any violation of any provision of this Agreement.

**General Provisions**

These Terms of Use, and all other aspects of use of the Site, shall be governed by and construed in accordance with the laws in Switzerland. These Terms of Use constitute the entire agreement between Users and Babybestfriend.ch with respect to the Site. If any provision of these Terms of Use is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining Terms of Use shall remain in full force and effect. These Terms of Use inure to the benefit of Babybestfriend.ch, its successors and assigns.

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