

Care.com Terms of Use

Last Updated: March 26, 2013

This Agreement contains of the terms and conditions between Care.com, Inc. ("Care.com") and you ("Care Seekers/Care Providers and/or any other user") and governs the use of the service offered at the Care.com Website and through any Care.com mobile application (collectively, the "Site"). Certain Care.com services are subject to additional policies, rules and terms and conditions, which are set forth in the printed or online service materials relating to those services ("Additional Terms"). Please read this Agreement before using the Site. Use of the Site constitutes an agreement with the Terms of Use (this "Agreement"), whether or not you register as a member of Care.com ("Member"). If you wish to become a Member and make use of the Care.com service (the "Service"), then please read this Agreement. By using this Site, all users do hereby represent, warrant, understand, agree to and accept all terms and conditions contained herein. If you object to anything in this Agreement or the Care.com Privacy Policy, do not use the Site or the Service. The Terms of Use are subject to change by Care.com at any time, effective upon posting on the Care.com Website, and your use of the Site or the Service after such posting will constitute acceptance by you of such changes.

1. ACCEPTANCE OF TERMS OF USE AGREEMENT. This Agreement is an electronic contract that sets out the legally binding terms of your use of the Site and the Service. This Agreement may be modified by Care.com from time to time, such modifications to be effective upon posting by Care.com on the Site. This Agreement includes the Care.com [Privacy Policy](#). By accessing the Site or becoming a Member, you accept this Agreement and agree to the terms, conditions and notices contained or referenced herein. In addition, by accessing the Site or becoming a Member, you consent to have this Agreement provided to you in electronic form.

2. CARE.COM IS A VENUE. The Site is a communications platform for enabling the connection between individuals seeking home or care services ("Care Seekers") and/or individuals or companies providing home or care services ("Care Providers"). Care.com does not take part in the interaction between Care Seekers and Care Providers except to collect payments on the behalf of Care Seekers and Care Providers for venue services through the Site. Users do hereby represent, understand and expressly agree that Care.com does not have control over the quality, timing, legality or any other aspect whatsoever of the services actually delivered by the Care Providers, nor of the integrity, responsibility or any of the actions whatsoever of the Care Seekers. Care.com makes no representations about the suitability, reliability, timeliness, and accuracy of the services provided by Care Providers or Care Seekers through the Site whether in public, private or offline interactions. Care.com does not assume any responsibility for the accuracy or reliability of any information provided by Care Providers or Care Seekers on this Site. Care.com does not assume and expressly disclaims any liability that may result from the use of this information. Care.com is not responsible for the conduct, whether online or offline, of any user of the Site or Member of the Service. All users including both Care Seekers and Care Providers do hereby expressly agree not to hold Care.com (or Care.com's officers, directors, investors, subsidiaries, agents, assignees, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners, or employees, or your employer, if you become a Member through your employer, hereinafter "Affiliates") liable for any instruction, advice or services delivered which originated through the Site and Care.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.

3. ELIGIBILITY.

(a) Eligibility Criteria; Representations and Warranties

To be eligible to use our Services, you must meet the following criteria:

- Our Services are available only to individuals who are eighteen (18) years of age or older; provided, however, that individuals fourteen (14) to seventeen (17) years of age may join Care.com as Care Providers subject to the terms set forth below and any applicable Additional Terms. If you do not meet the above age requirements, do not register to use the Site or Services.

- The Site and the Services are currently available only to individuals who are legally in the jurisdiction of the United States or the territory of Puerto Rico. If you reside outside the United States or Puerto Rico, visit our Site homepage for a listing of other countries where Care.com subsidiaries or affiliates offer similar services.
- If you are registering to be Care Provider, you must be permitted to legally work within the United States.
- 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.
- You must not be a competitor of Care.com or using our Services for reasons that are in competition with Care.com.
- If you are an individual Care Seeker you must not have had fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year (or five or more if you are seeking services in the State of California).
- If you provide child care services in the State of Kansas, you must not be a licensed day care provider or provide your services outside the child's home.

You hereby authorize Care.com to verify your representations and warranties herein, and you acknowledge that Care.com reserves the right, but not the obligation, to verify such representations and warranties, which may include, without limitation, conducting criminal background checks and using other available public records, and to take action it deems appropriate in its sole discretion, including but not limited to terminating your membership, should it determine, in its sole opinion, that you have violated any representation or warranty or any other provision of these Terms of Use.

NOTWITHSTANDING THE FOREGOING, CARE.COM DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY MISSTATEMENTS AND/OR MISREPRESENTATIONS MADE BY ANY USERS OF THE SITE. USERS DO HEREBY REPRESENT, UNDERSTAND AND AGREE TO HOLD CARE.COM HARMLESS FOR ANY MISSTATEMENTS AND/OR MISREPRESENTATIONS MADE BY ANY USERS OF THIS SITE.

(b) Teen Providers, Parent Registered Users and Parent Monitored Accounts

If you are fourteen (14) to seventeen (17) years of age and would like to participate in Care.com as a Care Provider (a "Teen Provider"), you may register to use the Site and Service but only if your parent or legal guardian consents to your registration through the Care.com site and also becomes a registered user (a "Parent Registered User"). Parent Registered Users will receive a copy of all communications between the Teen Provider and any other users as well as a copy of all emails Care.com sends to the Teen Provider. Parent Registered Users may respond to communications sent by other users to the Teen Provider and may report inappropriate message content to Care.com. Parent Registered Users may also log in to, update the settings of and terminate their Teen Provider's account.

For purposes of this Agreement, Parent Registered Users and their Teen Provider are deemed to be Care Providers. By registering as a Parent Registered User, you hereby represent, warrant, understand, agree to and accept the terms of this Agreement and any applicable Additional Terms in their entirety on behalf of yourself and your Teen Provider whether or not you use the Site or Service. You further understand and agree that you will ensure your Teen Provider's compliance with the terms of this Agreement and that you are responsible for any noncompliance by your Teen Provider.

If you are a Parent Registered User, you also agree that you are responsible for monitoring the account of your Teen Provider as well as your Teen Provider's activities both on and off of the Site, including monitoring who your Teen Provider communicates with and meets both on and off the Site and with whom he or she agrees to provide caregiver services.

If you register to use the Site as a Teen Provider, the first time you try to log in to your account after you turn eighteen (18), you will be required to agree to the terms and conditions governing the Site as in effect at the time, including the consents to run verification and background checks described herein. Once you accept the terms and log in, the parent monitoring functionality of your account will be removed and your Parent Registered User will no longer have access to your account. If you do not agree to the terms and conditions governing the Site as in effect after you turn eighteen (18), Care.com may terminate your access to all or part of the Care.com Site, remove your profile and/or any content posted by or about you from the Site, and/or terminate your registration in Care.com, with or without notice.

4. RELEASE. Care Seekers may seek the services of a Care Provider through the use of the Site and Care Providers may submit proposals to Care Seekers regarding their services. In the event that a Care Seeker and a Care Provider agree on the provision of services such agreement is solely between the Care Seeker and the Care Provider; Care.com is not a party to any such agreement. Any issues concerning the services received by the Care Seeker or payment due to the Care Provider must be resolved directly by the Care Seeker and the Care Provider. Care.com will not be held responsible and expressly disclaims any liability whatsoever for any claims, demands or damages direct or indirect of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such issues. By using this Site, you do hereby represent, understand, and expressly agree to hold Care.com harmless for any claim or controversy that may arise from any disputes between you and any other user(s) of the Site. Care.com will use its reasonable efforts to monitor Care Provider and Care Seeker profiles, actions, comments, and general usage of the Site and suspend privileges to any Care Seeker or Care Provider not adhering to the policies of the Site. You agree to take reasonable precautions in all interactions with other users of the Site, particularly if you decide to meet offline or in person. In addition, you agree to review the Care.com Safety Tips prior to using the Service. By using this Site, you do hereby agree to report any alleged improprieties of any users therein to Care.com immediately by notifying Care.com of the same via electronic correspondence.

5. EXCLUSIVE USE. Your account is for your sole, personal use, you may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity.

6. INFORMATION PROVIDED BY USERS. You are responsible for providing accurate, current and complete information in connection with your registration for use of the Site. Care.com is not responsible for any claims relating to any inaccurate, untimely or incomplete information provided by users of the Site.

You are solely responsible for any content, messages, photos, videos, reviews or profiles (collectively, "Content") that you publish or display (hereinafter, "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, 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). You will not provide inaccurate, misleading or false information to Care.com or to any other user of the Site.

You understand and agree that Care.com may review and delete any Content, in each case in whole or in part, that in the sole judgment of Care.com violates this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of users of the Site.

By posting Content to any public or member area of the Site you automatically grant, and you represent and warrant that you have the right to grant, to Care.com, its Affiliates, licensees and successors, an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing. You further represent and warrant that public posting and use of your Content by Care.com will not infringe or violate the rights of any third party.

In addition, if you post a video to the Site, you are required to agree to the terms of use of Fliqz, Inc., a third party that provides video services on the Site. The Fliqz Terms of Use at <http://www.fliqz.com/asp/terms.aspx> is hereby incorporated into this Agreement by reference.

Your use of the Service, including but not limited to the Content you post on the Service, must be in accordance with any and all applicable laws and regulations.

Opinions, advice, statements, offers, or other information or content made available on the Site or through the Service, but not directly by Care.com, are those of their respective authors. Such authors are solely responsible for such content. Care.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 Care.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.

7. PRIVACY. Care.com will only use the information you provide on the Site in accordance with our Privacy Policy. For more information, see our full [Privacy Policy](#), the terms of which are incorporated herein. By agreeing to these Terms of Use, you are consenting to receive certain communications from us. For example, Care.com may send you newsletters, special offers, and customer surveys via email. If you no longer want to receive such communications, visit the "Privacy Settings and Preferences" page under "My Profile & Settings" in your account and uncheck the items to unsubscribe or click on an unsubscribe link in our email communications.

8. LINKS TO EXTERNAL SITES. Links from the Site to external sites (including external sites that are framed by Care.com) or inclusion of advertisements do not constitute an endorsement by Care.com of such sites or the content, products, advertising and other materials presented on such sites or of the products and services that are the subject of such advertisements, but are for users' reference and convenience. Users access them at their own risk. It is the responsibility of the user to evaluate the content and usefulness of the information obtained from other sites. Care.com does not control such sites, and is not responsible for their content. Just because Care.com has hyperlinks to such sites does not mean that Care.com endorses any of the material on such sites, or has any association with their operators. Users further acknowledge that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by Care.com's Terms of Use and Privacy Policy. Care.com expressly disclaims any liability derived from the use and/or viewing of links that may appear on this Site. All users hereby agree to hold Care.com harmless from any liability that may result from the use of links that may appear on the Site.

9. COPPA COMPLIANCE. Care Seekers and Care Providers should monitor children's use of the Internet. Care.com is intended for people 18 or over. Care.com will not knowingly collect any information from children under 13. You must identify your age during the registration process. Care.com takes the Children's Online Privacy Protection Act of 1998 (COPPA) as well as all FTC regulations very seriously. That being said, we do not assume any responsibility for any misrepresentations regarding your age or parental consent when using this Site. Should we determine that you provided any false information to us when using this Site, your membership will be terminated immediately.

10. PROHIBITED USE. The Site and related services may not be used by any person or organization to recruit, solicit, or contact in any form Care Seekers or Care Providers for employment or contracting for a business not affiliated with Care.com without express written permission from Care.com. Should Care.com find that you violated the terms of this paragraph or any terms stated herein, Care.com reserves the right, at its sole discretion, to immediately terminate your use of the Site and/or assess a \$10,000 daily penalty fee for scraping, either in a manual or automatic manner, Care Provider or Care Seeker information, including but not limited to, names, addresses, phone numbers, or email addresses, copying copyrighted text, or otherwise mis-using or mis-appropriating site content, including but not limited to, use on a "mirrored", competitive, or third party site.

Although Care.com cannot monitor the conduct of its users off the Site, it is also a violation of these Terms of Use to use any information obtained from the Site or the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent. In order to protect our users from such activity, we reserve the right to take appropriate actions, including but not limited to restricting the number of emails which a user may send to other users in any 24-hour period to a number which we deem appropriate in our sole discretion.

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

Care.com reserves the right, in its sole discretion, to terminate your access to all or part of the Care.com Site, to remove your profile and/or any content posted by or about you, from the Site, and/or to terminate your membership in Care.com, for any reason or no reason, with or without notice. Following any termination of any member's use of the Site, Care.com reserves the right to send a notice thereof to other members which whom you have corresponded.

11. PAYMENT AND REFUND POLICY FOR INDIVIDUAL CARE SEEKERS. Individual Care Seekers are obligated to pay for the service of the Site, unless specifically notified otherwise. Care Seekers that sign up agree to pay Care.com all charges at the prices then in effect for any use of the Site. In addition, Care Seekers authorize Care.com to charge their chosen payment provider for use of the Site. Care.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

Care.com may offer limited-time free trial subscriptions to Care Seekers from time-to-time. Care Seekers who sign up for Care.com on a free trial basis may have limited access to the features of the Site. If a Care Seeker continues their subscription after the end of the free trial period, the Care Seeker will be charged the price then in effect for a monthly subscription to the Service. To avoid being charged for the service of the Site, a Care Seeker with a free trial subscription must cancel their subscription prior to the end of the free trial period.

The subscriptions of Care Seekers will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate, unless specifically notified otherwise. To cancel your subscription, [contact Care.com Member Care](#) or [edit your account settings](#). If you cancel your subscription, you may use your subscription until the end of your then-current subscription term; your subscription will not be renewed after your then-current term expires.

No refunds or credits will be provided for account cancellation requests received after the account has been billed. In addition, no refunds will be granted for any donations to third-party organizations that are made while enrolling or using the Site. At Care.com's sole discretion, refunds or credits may be granted in extenuating circumstances, as a result of specific refund guarantee promotions, or to correct any errors made by Care.com.

12. PAYMENT AND REFUND POLICY FOR COMPANY/AGENCY CARE SEEKERS. Care.com may provide certain types of company or agency Care Seekers ("Company Recruiters") with the option to post jobs ("Company Job Postings") on the Site for open employment positions. Individual Care Providers may choose to respond to Company Job Postings by uploading a resume and applying for the posted job. Company Job Postings must represent open positions for W-2 or 1099 employees and must contain sufficient detail to clearly convey the nature and requirements of the job opportunity.

In exchange for posting one or more Company Job Postings, Company Recruiters agree to pay Care.com the applicable then-current fees for Company Job Postings, which are published on the Site and/or stated in a purchase order with Care.com.

No refunds or credits will be provided for Company Job Posting cancellation requests received after the account has been billed. In addition, no refunds will be granted for any donations to third-party organizations that are made while enrolling or using the Site. At Care.com's sole discretion, refunds or credits may be granted in extenuating circumstances or to correct any errors made by Care.com.

13. PAYMENT AND REFUND POLICY FOR INDIVIDUAL CARE PROVIDERS. The basic services of Care.com are free for individual Care Providers (though some premium services are offered for a fee).

Individual Care Providers have the option of enrolling in the Featured Caregiver program. Individual Care Providers that enroll in this program are obligated to pay for the service of this program, unless specifically notified otherwise. The services of Featured Caregiver program include a more prominent listing on the Site, priority notification of new jobs, and a background check. A background check will only be included as part of the Featured Caregiver

program if the Care Provider does not have a background check on file or if an existing background check on file is older than 1 year. Refunds or credits for existing background checks will not be granted to Care Providers that enroll in the Featured Caregiver program. Care Providers that enroll in this program agree to pay Care.com all charges at the prices then in effect for the Featured Caregiver program. In addition, Care Providers participating in the Featured Caregiver program authorize Care.com to charge their chosen payment provider for participation in the program. Care.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. The subscriptions of Individual Care Providers that enroll in the Featured Caregiver program will be automatically extended for successive renewal periods of the same duration as the original subscription term, at the then-current non-promotional subscription rate. To cancel your subscription in the Featured Caregiver program, [contact Care.com Member Care](#) or [edit your account settings](#).

No refunds or credits will be provided to Care Providers for subscription or program cancellation requests received after the account has been billed. In addition, no refunds will be granted for any donations to third-party organizations that are made while enrolling or using the Site. At Care.com's sole discretion, refunds or credits may be granted in extenuating circumstances or to correct any errors made by Care.com.

14. PAYMENT AND REFUND POLICY FOR COMPANY/AGENCY CARE PROVIDERS. Companies and agencies that sign up as Care Providers are obligated to pay for the service of the Site, unless specifically notified otherwise. Such Care Providers agree to pay Care.com all charges at the prices then in effect for any use of the Site. In addition, these Care Providers authorize Care.com to charge their chosen payment provider for use of the Site. Care.com reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. The subscriptions of companies and agencies that sign up as Care Providers will be automatically extended for successive renewal periods of the same duration as the subscription term originally selected, at the then-current non-promotional subscription rate. To cancel your subscription, [contact Care.com Member Care](#) or [edit your account settings](#).

No refunds or credits will be provided to Care Providers for subscription or program cancellation requests received after the account has been billed. In addition, no refunds will be granted for any donations to third-party organizations that are made while enrolling or using the Site. At Care.com's sole discretion, refunds or credits may be granted in extenuating circumstances or to correct any errors made by Care.com.

15. SALES AND OTHER TAXES. Care Providers, Care Seekers and others who purchase services offered through the Site are also obligated to pay for any sales or other taxes that may be applicable to the services they purchase.

16. REFERRAL PROGRAM FOR COMMERCIAL CARE PROVIDERS. Care.com may provide certain types of commercial Care Providers with the option to receive requests for information or phone calls from Care Seekers who review the Care Provider's profile and request more information about their services. Additional details regarding the relationship between Care.com and such Commercial Care Providers is contained in [separate terms and conditions](#).

17. THIRD PARTY VERIFICATION SERVICE. Care.com may make a third-party verification service available to Care Seekers and Care Providers. Care Seekers and Care Providers may use this service to verify information such as, but not limited to, name, address, social security number, and criminal background. Use of a third-party verification service is voluntary. If you decide to use or access information provided by a third-party verification service offered through the Site, you do hereby represent, understand and expressly agree that Care.com is a conduit for the third-party verification service and does not have control over or assume any responsibility for the quality, accuracy, or reliability of the information provided by the third-party verification service. In addition, you understand that Care.com may review the information provided by the third-party verification service and that Care.com retains the right to terminate your Care.com membership based on the information.

18. FAIR CREDIT REPORTING ACT. Pursuant to the Fair Credit Reporting Act (the "FCRA"), by this notice Care.com, Inc. notifies you that if you choose to participate in our third-party verification service, it may, as part of that service, obtain a consumer report about you from a consumer reporting agency. 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. If you use or access information provided by a third-party verification service offered through the Site, you warrant that you will use such information only for a purpose permitted by the FCRA and that you will comply with any and all applicable obligations of the FCRA, which can be found at <http://www.ftc.gov/os/statutes/fcrajump.shtm> as well as all other applicable consumer reporting laws. If you decide to access, use, or share information provided by a third-party verification service offered through the Site with any other party (either through this Site or otherwise), you agree to do so in accordance with applicable law and to indemnify and hold harmless Care.com from any loss, liability, damage, or costs that may result from such access, use, or sharing of this information regardless of the cause. Care.com does not assume and expressly disclaims any liability that may result from the use of information provided by a third-party verification service.

19. SMS TEXT MESSAGE ALERT SERVICE. Care.com may make an SMS text message alert service available to Care Seekers and/or Care Providers. Care Seekers and/or Care Providers who decide to use this service will receive SMS text message notifications on their cellular phones and/or mobile devices. Use of the SMS text message service is voluntary. By deciding to use this service, you give Care.com express permission to send SMS text messages your cellular phone and/or mobile device. Additionally, you do hereby represent, understand and expressly agree that Care.com does not have control over or assume any responsibility for the quality, accuracy, or reliability of this service. Although, Care.com does not charge for this service, carrier charges may apply for receiving SMS text messages. You are solely responsible for any costs you incur when receiving SMS text message alerts from Care.com.

20. GIFT MEMBERSHIPS. Care.com may provide Care Seekers and/or Care Providers with the ability to purchase Gift Memberships in Care.com for other individuals. The Care Seeker or Care Provider purchasing the Gift Membership will specify the name and email address of the Gift Membership recipient at the time of purchase. Upon the purchase of a Gift Membership, Care.com will transmit the Gift Membership to the specified recipient via email. Gift Memberships must be redeemed on the Care.com Site using special links contained in the emails which Care.com sends to the Gift Membership recipients. All Gift Memberships and their use are subject to the Care.com [Terms of Use](#) and [Privacy Policy](#).

No refunds or credits will be provided for Gift Membership after they are purchased. At Care.com's sole discretion, refunds or credits may be granted in extenuating circumstances or to correct any errors made by Care.com. The risk of loss for a Gift Membership passes to the purchaser upon Care.com's electronic transmission to the recipient. Care.com is not responsible for lost or stolen Gift Memberships. Care.com will have the right to close accounts and/or request alternative forms of payment if a fraudulently obtained Gift Membership is redeemed through the Care.com Site. Gift Memberships cannot be resold, transferred for value, or redeemed for cash, except to the extent required by law. Unredeemed Gift Memberships will expire 2 years after purchase. Expiration dates do not apply in certain states solely to the extent as prohibited or limited by law. Care.com makes no warranties, express or implied, with respect to Gift Memberships, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. In the event a Gift Membership is non-redeemable, your sole remedy, and Care.com's sole liability, shall be the replacement of such Gift Membership.

21. CARE CLUB REWARDS PROGRAM. Care.com may provide Care Seekers and/or Care Providers with access to an online shopping rewards program referred to as the Care Club Rewards Program (the "Program"). Under the Program, you can accrue cash rewards ("Program Rewards") by shopping online with retailers who participate in the Program ("Participating Retailers") when you use the links found only at careclub.care.com (the "Care Club Site"). When your accumulated Program Rewards reach a specified threshold you will receive a redemption payment. The Care Club Site is owned by Care.com, Inc. and operated by Mall Networks, Inc. The Care Club Rewards program was discontinued on May 20, 2010.

Eligibility: To be eligible for the Program you must be a Care Seeker in good standing or a Care Provider in good standing.

Rewards Accumulation: You can accumulate Program Rewards based on the dollars you spend (net of returns and credits) at Participating Retailers when you shop using the links at the Care Club Site. The amount of Program

Rewards you accumulate for each dollar you spend will vary by Participating Retailer and by offer. Any returns or credits related to your purchases at a Participating Retailer will be netted out of your spending at such Participating Retailer for Program Rewards accumulation purposes, or will result in a deduction of Program Rewards already accumulated. Program Rewards accumulation rules are subject to change at any time, without notice to you.

Although Participating Retailers have committed to participate in the Program, your accumulation of Program Rewards based on your spending at Participating Retailers depends on our receipt of information about your spending and fulfillment by the Participating Retailer of its contractual obligations. Your Program Rewards will only be awarded for purchases made at these Participating Retailers if you click through from the Care Club Site. For additional information, see individual Participating Retailer offers and terms at the Care Club Site.

We will track and apply new Program Rewards to your accumulated balance of Program Rewards once we receive information from the Participating Retailer that you have in fact made purchases through their respective link on the Site and met their respective terms and conditions for the offer. If you believe that you have made purchases that should have resulted in the addition of Program Rewards to your accumulated Program Rewards balance, and you see that the Program Rewards have not been reflected within forty-five (45) days after your purchase (deemed to be the date the charge appears on your credit card statement), you can contact us by visiting the Contact Us page of the Site within ninety (90) days after the date of such purchase and we will investigate the situation. (If you wait longer than 90-day period, your ability to claim the Program Rewards will be considered waived). We may ask you for documentation of the spending you contend should have resulted in Program Rewards accumulation. However, if the Participating Retailer does not fulfill its obligations with respect to the Program Rewards, or if the Participating Retailer does not agree that the Program Rewards should have been accumulated, we will not have an obligation to add them to your Program Rewards balance. You acknowledge that we may audit all transactions initiated via the Care Club Site for which Program Rewards are claimed to verify that the transaction in question qualified for the award, was completed, and has not been cancelled or reversed. You acknowledge that if we suspect fraud, we may investigate and report any evidence, including any personal information gathered during your participation in the Program to law enforcement or other governmental or judicial authorities.

Rewards Redemption: You understand that Program Rewards have no cash value and can only be redeemed for a check ("Rewards Check") or VISA prepaid card ("Rewards Care") at Care.com's discretion. The Program provides you with the opportunity to redeem your Program Rewards once your Program Rewards balance reaches at least \$15 (the "Redemption Threshold"). You have no ownership rights in any Program Rewards you accumulate, but you will own any Rewards Check or Rewards Card once we mail it to you. No written confirmation of your accumulated Program Rewards will be sent to you. However, you can check your accumulated Program Rewards online at the Care Club Site. Your Program Rewards don't expire, so long as you maintain your Care.com account. All accumulated Program Rewards which have not been previously redeemed, will only expire and be forfeited in the event your Care.com account is terminated or cancelled.

Rewards redemption will be processed four times during the year: in May for Program Rewards accumulated as of March 31st; August for Program Rewards accumulated as of June 30th; November for Program Rewards accumulated as of September 30th; and February for Program Rewards accumulated as of December 31st. You will automatically receive a Rewards Check or Rewards Card (at Care.com's discretion) if you've reached the Redemption Threshold in Program Rewards as of the above dates. You will receive your Reward Check or Reward Card within 30 days after the applicable processing date at the address you registered in your Care.com account. You agree that Care.com may share any required information with our third party fulfillment vendor for the issuance of Rewards Checks or Rewards Cards.

Your Obligations: You agree that you will not attempt to transmit any offers or Program Rewards offered under the Program to any other person, and that you will not misuse the Program. The Program Rewards you have accumulated may not be sold, transferred, assigned, exchanged, donated or traded. You will be solely responsible for any tax liability, including all applicable filing and reporting obligations, connected with the receipt or use of the Program Rewards earned by you through your participation in the Program. You also agree to keep the mailing address in your Care.com account up-to-date. Care.com will have no liability if the mailing address in your Care.com account is incorrect.

If you or we close or terminate your Care.com account, you will no longer be able to accumulate Program Rewards. At that time, if you have any accrued Program Rewards valued at less than the Redemption Threshold, we will provide you with six (6) months to request redemption of the Program Rewards, even if less than the Redemption Threshold, by written request through the Contact Us form on the Site. If we receive your written redemption request within said six-month period, we will send you a Reward Check for your Program Rewards balance on the next scheduled redemption processing date. If you do not request redemption of the Program Rewards within such six-month period, then any Program Rewards are forfeited, and you will have no rights to redeem such Program Rewards. At its sole discretion, Care.com reserves the right to accept or deny your Program Rewards redemption request at any time.

General: We may terminate, change or temporarily suspend the Program, or change the Program rules or awards at any time, with or without notice, in our sole and absolute discretion. This means that the accumulation of Program Rewards does not entitle you to any vested rights with respect to the Program Rewards, awards, or Program benefits. In accumulating Program Rewards, you may not rely on the continued availability of any award or award level, and you may not be able to obtain all offered awards. Any award may be withdrawn, or the Program Rewards requirement relating to it may be changed, at any time. These changes may affect the value of, or your ability to use, any accumulated Program Rewards. Additionally, we may amend these terms at any time, and the changes may apply to accumulated Program Rewards, as well as the Program in general.

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