

****FamyLink Terms and Conditions****

Effective Date: 4/1/2025

Welcome to FamyLink. These Terms and Conditions ("Terms") govern your access to and use of our website, mobile application, and services (collectively, the "Platform"). By accessing or using FamyLink, you agree to be bound by these Terms. If you do not agree, please do not use the Platform.

****1. Introduction****

FamyLink, Inc. ("FamyLink," "we," "our," or "us") provides a digital platform for families, caregivers, and childcare-related businesses to connect, communicate, and coordinate childcare arrangements. FamyLink is a neutral marketplace and does not provide, employ, or supervise childcare providers.

****2. Eligibility****

You must be at least 18 years of age to use this Platform. By using FamyLink, you represent and warrant that you have the right, authority, and capacity to enter into these Terms.

****3. Account Registration****

You must create an account to access certain features. You agree to provide accurate, current, and complete information during registration and to keep it up to date. You are responsible for maintaining the confidentiality of your login credentials and for all activities under your account.

****4. Role of FamyLink****

FamyLink is solely a platform to facilitate connections. We do not verify, endorse, or guarantee the qualifications, background, or conduct of users. You are solely responsible for evaluating and engaging with other users.

****Important Disclaimer:**** FamyLink is not a party to any agreement made between users. We do not supervise, direct, or control the services, conduct, or communications of families, caregivers, or businesses. By using the platform, you agree that FamyLink is not responsible or liable for any outcome, dispute, injury, or loss-whether financial, personal, or legal-that may arise from user interactions or arrangements.

****5. User Responsibilities****

Users are solely responsible for:

- Conducting background checks and interviews
- Determining the suitability of any user or service
- Negotiating and agreeing to service terms
- Complying with applicable local, state, and federal laws

FamyLink does not guarantee the outcome of any interaction. Users are expected to do their own due diligence before engaging with other users. FamyLink is not responsible or obligated to conduct background checks, verify credentials, or oversee any interactions on the platform.

****6. Payments and Subscriptions****

Certain features of the Platform require payment. All fees are non-refundable unless otherwise stated. You authorize FamyLink to charge your provided payment method for applicable fees. Prices are subject to change with notice.

FamyLink uses third-party payment processors. We are not responsible for any issues arising from those services.

****7. Content and Conduct****

You agree not to:

- Post false, misleading, or inappropriate content
- Harass, threaten, or abuse others
- Use the platform for any illegal or unauthorized purpose
- Impersonate another person or entity

FamyLink reserves the right to remove content or suspend accounts that violate these Terms.

****8. Intellectual Property****

All content on the Platform (excluding user-generated content), including logos, designs, and code, is the property of FamyLink, Inc. and protected by copyright and trademark laws. You may not copy, modify, distribute, or use our content without prior written consent.

****9. Limitation of Liability****

To the fullest extent permitted by law, FamyLink, Inc. and its officers, directors, employees, or agents shall not be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenues, or data arising from your use of the Platform or interactions with other users.

****10. Disclaimer of Warranties****

The Platform is provided "as is" and "as available" without warranties of any kind. FamyLink disclaims all warranties, express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement. We do not warrant that the Platform will be secure, uninterrupted, error-free, or free of viruses or other harmful components.

****11. Indemnification****

You agree to defend, indemnify, and hold harmless FamyLink, Inc. and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses, including legal fees, arising out of or related to:

- Your use or misuse of the Platform
- Your violation of these Terms
- Your interaction with other users
- Your violation of any applicable laws or regulations

****12. Data Privacy and Cybersecurity****

FamyLink implements industry-standard security measures to protect your personal information and account data. However, no method of transmission over the internet or electronic storage is 100% secure. By using the Platform, you acknowledge that you provide your information at your own risk.

You are responsible for keeping your account credentials confidential. We are not liable for any unauthorized access to or use of your account resulting from your failure to secure your login information.

****13. Termination****

FamyLink may suspend or terminate your access to the Platform at any time for any reason, including violation of these Terms. You may also delete your account at any time. All provisions of these Terms that should survive termination shall do so.

****14. Governing Law****

These Terms shall be governed by the laws of the State of Delaware, without regard to its conflict of laws rules. You agree that any legal proceeding shall be brought exclusively in the state or federal courts located in Delaware.

****15. Changes to Terms****

We may modify these Terms at any time. We will provide notice of material changes by posting the new terms on the Platform and updating the "Effective Date" above. Your continued use of the Platform constitutes acceptance of the revised Terms.

****16. Contact****

For questions about these Terms, contact us at:

support@famylink.us