

AngelsforBabies, L.L.C. Terms of Use

Introduction

Welcome to the AngelsforBabies.Org web site. This web site, and the information, content, products and services it makes available (which, collectively are referred to as the "Web Site"), is provided to you by Angels for Babies, LLC., a Delaware limited liability company, with its principal offices are located in Delaware and also in Costa Rica, {Central America}, ("AngelsforBabies" or "We"). These Terms of Use (this "Agreement") set forth the terms and conditions governing your use of this Web Site.

THESE ARE THE GENERAL TERMS AND CONDITIONS GOVERNING YOUR USE OF THIS WEBSITE AND OUR SERVICES. BY ACCESSING, USING OR SIGNING UP FOR THIS WEBSITE, OUR NEWSLETTERS OR ANY OTHER SERVICES, YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT BASED ON THESE TERMS WITH **Angels for Babies, LLC.**

This Agreement contains all of the terms and conditions between Angels for Babies, LLC, ("AngelsforBabies.Org ") and you ("Baby Care Seekers/Baby Care Providers and/or any other user") and governs the use of the service offered at the AngelsforBabies.Org Website and through any AngelsforBabies.Org mobile application (collectively, the "Site"). 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 with **AngelsforBabies.Org as a Client** ("Member"). If you wish to become a Member and make use of the **AngelsforBabies.Org** 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 **AngelsforBabies.Org** Privacy Policy, do not use the Site or the Service. The Terms of Use are subject to change by **AngelsforBabies.Org** at any time, effective upon posting on the **AngelsforBabies.Org** Website, and your use of the Site or the Service after such posting will constitute acceptance by you of such changes...

Modifications to this Agreement

Angels for Babies, may make changes to this Agreement from time to time in its sole discretion, by updating this posting on this Web Site, and specifying the effective date of the new version of the Agreement. Your continued use of the Web Site following the posting of a new version of the Agreement constitutes your acceptance of any changes. Accordingly, whenever you visit this Web Site you should check to see if a new version of the Agreement has been posted.

Web Site Intended Audience

This Web Site is operated by Angels for Babies from its offices in the United States and Costa Rica {"for Spanish Speaking Clients"}. This Web Site is directed to adults and all affiliations are not intended for children under the age of eighteen.

Privacy

We describe our current practices related to personally identifiable information collected through the Site in our **Private Policy** and that we may update our policies and practices from time to time at our sole discretion.

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.

Your Use of Content and Information -- Disclaimer with Respect to Content

A variety of information, advice, recommendations, letters, messages, comments, posts, text, graphics, software, music, sound, photographs, videos, data, and other materials ("Content") is available on the Web Site. Some of the Content is provided by Angels for Babies or its suppliers, and other Content is provided by persons who use the Web Site ("Users"), such as User opinions and views provided via posts to chat rooms, blogs, bulletin boards, or discussion forums. While "**Angels for Babies, LLC**" strives to keep the Content that it posts on the Web Site accurate, complete, and up-to-date, **Angels for Babies, LLC** cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by **Angels for Babies, LLC** or its suppliers, or by Users of the Web Site. Any opinions, advice, statements or other information expressed or made available by Users or third parties, including but not limited to bloggers, are those of the respective User or other third party and not of **Angels for Babies, LLC**.

. **Angels for Babies, LLC** does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made on the Web Site.

Angels for Babies, LLC does not have any obligation to prescreen, edit, or remove any Content provided by Users that is posted on or available through the Web Site.

The Way We Use Information

We use the information you provide about yourself when placing an order only to complete that order. We do not share this information with outside unaffiliated parties except to the extent necessary to complete that order.

We use the information you provide about someone else when placing an order only to process a background check on such person. We do not share this information with unaffiliated outside parties except to the extent necessary to complete that order.

We use return email addresses to answer the email we receive. Such addresses are not used for any other purpose and are not shared with unaffiliated third parties.

We post **ALL** candidates' qualifications and job related information on our web site. We also post prospective employer's jobs related information on our web site. We may inform candidates and prospective employers of each other's preferences, qualifications and potential working conditions. If you are a nanny candidate or prospective employer of nannies, you consent to these disclosures by use of our service or web site.

Please remember that if you post any of your personal information in public areas of **AngelsforBabies.Org**, such as in an employment or profile listing, such information may be collected and used by others over whom we have no control. We are not responsible for the use made by third parties of information you post or otherwise make available in public areas of **AngelsforBabies.Org**.

We may contact you about improvements to our web site, to furnish you with information in accordance with your registration or about new services that are available.

We may need to disclose your information in certain exceptional circumstances, such as to protect against illegal hackers, to protect our legal rights, to address actual or threatened illegal or harmful conduct, or as required by law or legal process (e.g., a search warrant, subpoena or court order).

Currently, we retain certain user data on our system or in our archives for approximately one (1) year after the expiration of a user's account registration. We may alter this practice according to legal and business requirements. For example, we may shorten the retention period for some types of data if needed to free up storage space. We may lengthen the retention period for some types of data if needed to comply with law or voluntary codes of conduct.

Finally, we do not use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

Our web site may provide links to other web sites that do not follow our privacy policies. We have no control over these third party web sites. Therefore you should check the privacy policies of any web site we link to, prior to using such linked web site

[User-Submitted Content](#)

Representations Made and Rights Granted

You are responsible for all Content that you submit, post, or otherwise make available to or through the Web Site. By doing so, you represent and warrant to **Angels for Babies, LLC** that such content is not confidential and that you have all necessary permission to submit, post and otherwise make available such Content.

Angels for Babies, LLC makes no claims to ownership of Content that you submit post or otherwise make available to or through the Web Site and you continue to retain all ownership rights in such Content and the right to use your Content as you determine. However, you do grant to an **Angels for Babies, LLC** and its

affiliates a worldwide, nonexclusive, perpetual, fully sub-licensable, royalty-free right and license as set below:

- a. with respect to Content other than photos, graphics, audio, video, or journals that you submit, post or otherwise make available to public areas of the Web Site (e.g. not intended as a private communication), the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such Content (in whole or part) worldwide via the Web Site or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed.
- b. with respect to photos, graphics, audio, video or journals that you submit, post or otherwise make available to public areas of the Web Site, the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such Content for the purpose for which such Content was submitted, posted or made available.

[Do\(s\) and Don't\(s\) for Users](#)

You agree that you will comply with applicable laws, this Agreement, and DO(s) and DON'T(s).

[Ownership and Intellectual Property Rights](#)

Ownership

This Web Site is owned by Angels for Babies, LLC. All right to, title to, and interest in the Content available via the Web Site, the Web Site's look and feel, the designs, trademarks, service marks, and trade names displayed on the Web Site, and the Web Site URLs, are the property of Angels for Babies, LLC or its licensors, and are protected by copyrights, trademarks, patents, or other proprietary rights and laws.

[License to Use Content](#)

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[HEALTH INFORMATION](#)

All materials related to health information are provided for educational purposes only. Furthermore, some of this content comes from third parties and unless specifically stated, **AngelsforBabies.com**, does not vouch for the correctness of such information.

AngelsforBabies.Org reserves the rights of any opinions or recommendations given on this website. You should always consult your Physician regarding the Tips, We recommend for Mothers and Mothers to be on this website.

Provider Responsibility: AngelsforBabies.com is not responsible for any failure of the Lead Program Participant to receive Leads due to spam filters, address-book filters, filters imposed by internet service providers, or failure on the part of the Lead Program Participant's email servers or internet service provider to deliver the Leads. Lead Program Participants agree to make best efforts to respond to Leads within two (2) business days. The Lead Program Participant shall contact the Care Seeker and use their contact information only for purposes directly related to their information request. The Lead Program Participant may not add a Care Seeker's email address from a Lead to any on-going email communication subscription without first obtaining an independent opt-in request from the Care Seeker. The Lead Program Participant may not use the Lead for purposes of cross-selling other products or services not sold by the Lead Program Participant.

CHILDREN

*Parents should always supervise their children while online. **AngelsforBabies, LLC** website is not designed nor intended to collect personal information from children under the age of eighteen. So that we may comply with the Children's Online Privacy Protection Act, we ask that children under the age of eighteen not provide any personal information on this website.*

COPPA - Children's Online Privacy Protection Act

If you would like to learn more about **COPPA** know as the **Children's Online Privacy Protection Act** then you need to check out **COPPA.org**. Here is why you need to comply with this Act:

"Websites that are collecting information from children under the age of thirteen are required to comply with Federal Trade Commission (FTC) Children's Online Privacy Protection Act (COPPA)." -

<http://www.coppa.org/>

To find our what COPPA is then you need to read the title from: SEC. 1301. ~SHORT TITLE. & SEC 1302. *DEFINITIONS.

If you have a website and for any reason you are collecting information from children under the age of thirteen (13) then you must comply with the COPPA Privacy act. Here are some quick tips on how to comply with this very important act:

"The new rules spell out what a Web site operator must include in a privacy policy, when and how to seek verifiable consent from a parent and what responsibilities an operator has to protect children's privacy and safety online.

The Federal Trade Commission staff prepared this guide to help you comply with the new requirements for protecting children's privacy online and understand the FTC's enforcement authority.

Who Must Comply If you operate a commercial Web site or an online service directed to children under 13 that collects personal information from children or if you operate a general audience Web site and have actual knowledge that you are collecting personal information from children, you must comply with the Children's Online Privacy Protection Act.

- To determine whether a Web site is directed to children, the FTC considers several factors, including the subject matter; visual or audio content; the age of models on the site; language; whether advertising on the Web site is directed to children; information regarding the age of the actual or intended audience; and whether a site uses animated characters or other child-oriented features.
- To determine whether an entity is an "operator" with respect to information collected at a site, the FTC will consider who owns and controls the information; who pays for the collection and maintenance of the information; what the pre-existing contractual relationships are in connection with the information; and what role the Web site plays in collecting or maintaining the information." - <http://www.coppa.org/comply.htm>

COPPA COMPLIANCE: Care Seekers and Care Providers should monitor children's use of the Internet. **AngelsforBabies.Org** is intended for people 13 or over. **AngelsforBabies.Org** will not knowingly collect any information from children under 13. You must identify your age during the registration process.

We takes the Children's Online Privacy Protection Act of 1998 (COPPA) as well as all FTC regulations very seriously here at **AngelsforBabies.Org**. 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.

ASSUMPTION FOR RISK: You assume all risk when using the Services, including but not limited to all of the risks associated with any online or offline interactions with Members of the site. You agree to take all necessary precautions, including but not limited to following the recommendations set forth in **AngelsforBabies.Org** safety **tips** when interacting with others Members of the site. **AngelsforBabies.Org**

Trademark Notices

All trademarks, service marks, logos and designs used on this Web Site, whether registered or unregistered, are owned by **Angels for Babies, LLC** or other third parties. You may not use or display any trademarks, service marks, logos or designs owned by **Angels for Babies, LLC** or its affiliates without our prior written consent.

Your Contact with Advertisers or Other Third Parties and Other Web Sites

Your dealings with advertisers or other third parties found on or accessible through the Web Site are solely between you and the third party. These dealings include, but are not limited to, your participation in promotions, the payment for and delivery of items if any, and any terms, conditions, warranties, or

representations associated with such dealings. These links are provided solely as a convenience to Users and should not be construed as an endorsement by **Angels for Babies, LLC** of content, items, or services on those third-party Web sites. You access and use such sites, including the content, items, or services on those sites, solely at your own risk.

Angels for Babies, LLC does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that Angels for Babies, LLC will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on the Web Site.

Limitations of Liability

Angels for Babies, LLC AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT AVAILABLE VIA THE WEB SITE. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT BABYCENTER IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OR THIRD PARTIES.

ADDITIONALLY, IN NO EVENT WILL BABYCENTER OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE THE WEB SITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEB SITES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEB SITE; OR (5) ANY OTHER MATTER RELATING TO THE WEB SITE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT BABYCENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

You agree to indemnify and hold harmless Angels for Babies, LLC its directors, officers, employees, agents, and affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Agreement; or (2) the Content you submit, post, or transmit through the Web Site.

Complaints Regarding Content

Regarding copyright infringement complaints, see our Notice and Procedure for Making Complaints regarding Copyright Infringement. With respect to complaints regarding content, see our Notice and Procedure for Making Complaints Regarding Content.

Your Account

You are responsible for maintaining the confidentiality of any passwords associated with your Angels for Babies, LLC account, monitor all activity under the account, and assume full responsibility for all activities that occur under your account (unless we cause a security breach).

Modification or Suspension of the Web Site

Angels for Babies, LLC may at any time modify, discontinue, or suspend its operation of this Web Site, or any part thereof, temporarily or permanently, without notice to you.

Termination

Either party may terminate the Agreement for any or no cause, at any time, by notice, which shall be effective immediately or as specified in the notice. After termination, you shall no longer access the Web Site. The provisions of this Agreement which by their intent or meaning intended to survive such termination shall continue to apply indefinitely.

Severability of Agreement

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Agreement shall continue in full force and effect.

Applicable Law

This Agreement and the resolution of any dispute related to this Agreement or the Web Site shall be governed by and construed in accordance with the laws of Delaware without giving effect to any principles of conflicts of law. Any legal action or proceeding between Angels for Babies, LLC and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Delaware, United States, and Costa Rica{Central America}, you agree to submit to the personal and exclusive jurisdiction of such Courts.

Contact Information

If you have any questions or concerns with respect to this Agreement or the Web Site you may contact a representative of Angels for Babies by e-mail legal@AngelsforBabies.Org.

