

Terms of Service

Last updated on: 9.1.20

Terms of Service

Please read these Terms of Service (“Terms,” or “Agreement”) carefully as they contain important information about your legal rights, remedies and obligations. These Terms are a legal contract between you and Kontrol Media Corp., aka Screen Stars (“Screen Stars,” “we,” “us,” or “our,”), and govern Your use of all the text, data, information, software, graphics, photographs and more that Screen Stars and our affiliates may make available to You, as well as any services we may provide through any of our websites (all of which are referred to in these Terms as the “Screen Stars Platform”).

By accessing or using the Screen Stars Platform, you agree to comply with and be bound by these Terms.

Arbitration: Section 16 of these Terms contains an arbitration clause and class action waiver that applies to all Screen Stars Members and applies to all disputes with Screen Stars. It affects how disputes with Screen Stars are resolved. By accepting these Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

Eligibility: You represent that you and your Co-Provider (if applicable, as defined below) are at least 18 years old (or the age of legal majority in your state of residence). You represent and warrant that you have all requisite right, power, and authority on behalf of yourself and your business entity, if applicable, to enter into this contract, perform your obligations under these Terms, and grant the rights, licenses, and authorizations described in these Terms. In accordance with the Children’s Online Privacy Protection Act (“COPPA”), Screen Stars does not knowingly collect or solicit personally identifiable information from children under 13; if you are a child under 13, please do not attempt to register with Screen Stars or send any personal information about yourself to us. In the event Screen Stars learns that we have collected a child’s personal information who is under the age of 13, we will delete that information as quickly as possible except as required by law. If you believe that a child under 13 may have provided us personal information, please contact us at tos@ScreenStars.com.

Child care providers who enter into these Terms also acknowledge that ScreenStars does not control or own your business--you, as a child care entrepreneur, are in charge

of your own destiny! ScreenStars is not a franchise. You understand that it is up to you to decide whether to accept or reject any advice from Screen Stars, and that Screen Stars' liability is limited in accordance with these Terms.

Thank you for taking your child care journey with Screen Stars!

These Terms constitute a legally binding agreement between you and Screen Stars (as defined below) (collectively, the "Parties") governing your access to and use of the Screen Stars website, including any subdomains thereof, and any other websites through which Screen Stars makes its services available (collectively, "Site"), our mobile, tablet and other smart device applications, and application program interfaces (collectively, "Application") and all associated services (collectively, "Screen Stars Services"). The Site, Application and Screen Stars Services together are hereinafter collectively referred to as the "Screen Stars Platform." Our Nondiscrimination Policy and other Policies applicable to your use of the Screen Stars Platform are incorporated by reference into this Agreement.

When these Terms mention "Screen Stars," "we," "us," or "our," it refers to Kontrol Media Corp. These Terms are binding upon and inure to the benefit of the Parties and their successors and permitted assignees.

Our collection and use of personal information in connection with your access to and use of the Screen Stars Platform is described in our [Privacy Policy](#).

Any and all payment processing services through or in connection with your use of the Screen Stars Platform ("Payment Services") are provided to you by one or more Screen Stars Payments entities (individually and collectively, as appropriate, "Screen Stars Payments") as set out in the Terms below that discuss payments ("Payments Terms").

Providers alone are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to their Listings and Provider Services (as defined below). For example, Providers may have to obtain a license before providing certain Provider Services. Providers are alone responsible for identifying and obtaining any required licenses, permits, or registrations for any Provider Services they offer, and certain Provider Services may even be prohibited, with possible civil and criminal penalties. If you have questions about how local laws apply to your Listing(s) and Provider Service(s) on Screen Stars, you should always seek legal guidance.

1. Services Provided by Screen Stars

1.1 The Screen Stars Platform is an online marketplace that enables individuals who register with the website (“Members”) to connect with other Members who offer child care-related services (“Providers”). The Screen Stars Platform allows Providers to publish these services (“Provider Services”) on the Screen Stars Platform (“Listings”) and to communicate and contract directly with Members that are seeking to book Provider Services (Members using Provider Services are “Legal Guardians”). Provider Services include the offering of online child care services (“Child care Services”), and may include access to unique online activities and child appropriate entertainment.

A Member is not recognized as a Provider unless and until Screen Stars notifies the Member that the Member has been approved as a Provider. Such approval is at the sole discretion of Screen Stars, and may be conditioned on the Member’s completion of the Provider milestones described by Screen Stars in its policies, which may include (but is not limited to) successful completion of a criminal background check and participation in Screen Stars’ training programs. Screen Stars reserves the right to terminate a Member’s status as a Provider on the Screen Stars Platform for any reason, including based on feedback from Legal Guardians and Screen Stars staff about whether a Provider is falling below Screen Stars’ quality and safety expectations.

1.2 Providers alone are responsible for their Listings and Provider Services featured on the Screen Stars Platform. Screen Stars does not own, create, sell, resell, provide, control, manage, offer, deliver, or supply any Listings or Provider Services by furnishing the Screen Stars Platform. When Members make or accept a booking, they are entering into a contract directly with each other. Screen Stars is not and does not become a party to or other participant in any contractual relationship between Members, nor is Screen Stars a child care provider. Screen Stars is not acting as an agent in any capacity for any Member, except as specified in the Payments Terms.

1.3 Members who are approved by Screen Stars as a Provider may have access to the following services via the Screen Stars Platform, the cost of which is covered by a Provider’s subscription to the Screen Stars Platform, the current subscription fee is waived:

Ongoing, non-binding advice and consultation to help Providers start and manage their online child care program

A background check

Business incorporation services and licensing fees, as applicable and as mutually agreed upon by the Parties

State child care licensing fees, as applicable and as mutually agreed upon by the Parties

Marketing services for Provider's child care

Online Child care activity consultation

Invitations to events and private group communication channels organized by Screen Stars

Professional photography session for Provider and Provider's Listing; and

Other services as mutually agreed upon in writing by the Parties.

1.4 While we may help facilitate the resolution of disputes, Screen Stars has no control over and does not guarantee (i) the existence, quality, safety, suitability, or legality of any Listings or Provider Services, (ii) the truth or accuracy of any Listing descriptions, Ratings, Reviews, or other Member Content (as defined below), or (iii) the performance or conduct of any Member or third party. Screen Stars does not endorse any Member, Listing or Provider Services. Any references to a Member being "verified," "vetted," or similar language, only indicate that the Member has completed a relevant verification or identification process and nothing else. Any such description is not an endorsement, certification or guarantee by Screen Stars about any Member, including of the Member's identity or background or whether the Member is trustworthy, safe or suitable. You should always exercise due diligence and care when deciding whether to use any Provider Services, accept a booking request from a Legal Guardian, or communicate and interact with other Members, whether online or in person. Screen Stars Images (as defined below) are intended only to indicate a photographic representation of a Listing at the time the photograph was taken, and are therefore not an endorsement by Screen Stars of any Provider or Listing.

1.5 If you choose to use the Screen Stars platform as a provider or co-provider (as defined below), your relationship with Screen Stars is limited to be an independent, third-party contractor and not an employee, agent, joint venturer or partner of Screen Stars for any reason, and you act exclusively on your own behalf and for your own benefit and not the behalf or benefit, of Screen Stars. Screen Stars does not, and shall not be deemed to, direct or control you generally or in your performance under these terms specifically, including in connection with your providing the provider services, you

acknowledge and agree that you have complete discretion whether to list provider services or otherwise engage in other business or employment activities.

1.6 To promote the Screen Stars Platform and to increase the exposure of Listings to potential Legal Guardians, Listings and other Member Content may be displayed on other websites, in applications, within emails, and in online and offline advertisements. To assist Members who speak different languages, Listings and other Member Content may be translated, in whole or in part, into other languages. Screen Stars cannot guarantee the accuracy or quality of such translations and Members are responsible for reviewing and verifying the accuracy of such translations. The Screen Stars Platform may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties for merchantability, fitness for a particular purpose and non-infringement.

1.7 The Screen Stars Platform may contain links to third-party websites or resources (“Third-Party Services”). Such Third-Party Services may be subject to different terms and conditions and privacy practices. Screen Stars is not responsible or liable for the availability or accuracy of these Third-Party Services, or the content, products, or services available from Third-Party Services. Links to such Third-Party Services are not a Screen Stars endorsement of these Third-Party Services.

1.8 Screen Stars would love for you to provide feedback to us, including comments and suggestions on how we can improve the Screen Stars Platform (“Feedback”). Any Feedback you submit to us by email or any other means of communication will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas, intellectual property, and materials for any purpose, without compensation or acknowledgement to you.

2. Use of the Screen Stars Platform

2.1 In order to access and use the Screen Stars Platform or register a Screen Stars Account you must be an individual or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts.

2.2 Screen Stars may make your access to and use of the Screen Stars Platform, or certain areas or features of the Screen Stars Platform, subject to certain conditions or

requirements, such as completing a verification process, meeting specific quality or eligibility criteria to be determined solely by Screen Stars.

2.3 Provider verification on the Internet is difficult and we do not assume any responsibility for the confirmation of any Member's identity. Notwithstanding the above, for transparency and fraud prevention purposes, and as permitted by applicable laws, we may, but have no obligation to (i) ask Members to provide a form of government identification or other information or undertake additional checks designed to help verify the identities or backgrounds of Members, (ii) screen Members against third party databases or other sources and request reports from service providers, and (iii) where we have sufficient information to identify a Member, obtain reports from public records of criminal convictions or sex offender registrations or an equivalent version of background or registered sex offender checks in your local jurisdiction (if available). See Section 17 for additional information about background checks.

2.4 The access to or use of certain areas and features of the Screen Stars Platform may be subject to separate policies, or may require that you accept additional terms and conditions, before you can access the relevant areas or features of the Screen Stars Platform. If there is a conflict between these Terms and terms and conditions applicable to a specific area or feature of the Screen Stars Platform, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise in the latter terms and conditions.

2.5 You may not use the Screen Stars Platform or Services in any manner or for any purpose other than as expressly permitted by these Terms. Without limitation of the foregoing, the rights granted under this Section 2 do not include or authorize: (a) modifying, disassembling, decompiling, reverse engineering or otherwise making any derivative use of the Screen Stars Platform or using or accessing the Screen Stars Platform to build a competitive product or service; (b) using any data mining, robots or similar data gathering or extraction methods except as provided by the Screen Stars Platform; (c) downloading (other than page caching) of any portion of the Screen Stars Platform or any information contained on the Screen Stars Platform; (d) performing or disclosing any benchmarking or performance testing of the Screen Stars Platform; (e) selling, licensing, renting, leasing, assigning, distributing, displaying, hosting, disclosing, outsourcing or otherwise commercially exploiting the Screen Stars Platform or customer data except as authorized in these Terms; or (f) using the Screen Stars Platform other than for its intended use. During and after the Term, you will not assert, nor authorize, assist or encourage any third party to assert, against any of the Screen Stars Parties, any patent infringement or other intellectual property infringement claim regarding the Screen Stars Platform that you or any Co-Provider has used. The rights granted under

this Section 2 are conditioned on your continued compliance with these Terms (including, without limitation, your Co-Providers' compliance with these Terms), and will immediately and automatically terminate if you do not comply with any material term or condition of these Terms.

3. Screen Stars Accounts

3.1 You must register an account ("Screen Stars Account") to access and use certain features of the Screen Stars Platform, such as publishing or booking a Listing. You represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms. You can register a Screen Stars Account by using an email address and creating a secure password.

3.2 You must provide accurate, current and complete information during the registration process and keep your Screen Stars Account and public Screen Stars Account profile page information up-to-date at all times.

3.3 You may not register more than one (1) Screen Stars Account unless Screen Stars authorizes you to do so. You may not assign or otherwise transfer your Screen Stars Account to another party.

3.4 You are responsible for maintaining the confidentiality and security of your Screen Stars Account credentials and may not disclose your credentials to any third party. You must immediately notify Screen Stars if you know or have any reason to suspect that your credentials have been lost, stolen, misappropriated, or otherwise compromised or in case of any actual or suspected unauthorized use of your Screen Stars Account. You are liable for any and all activities conducted through your Screen Stars Account, unless such activities are not authorized by you and you are not otherwise negligent (such as failing to report the unauthorized use or loss of your credentials).

3.5 Screen Stars may enable features that allow you to authorize other Members or certain third parties to take certain actions that affect your Screen Stars Account. For example, we may enable eligible Members or certain third parties to book Listings on behalf of other Members, or we may enable Providers to add other Members as Co-Providers (as defined below) to help manage their Listings. These features do not require that you share your credentials with any other person. No third party is authorized by Screen Stars to ask for your credentials, and you shall not request the credentials of another Member.

4. Content

4.1 Screen Stars may, at its sole discretion, enable Members to (i) create, upload, post, send, receive and store content, such as text, photos, audio, video, or other materials and information on or through the Screen Stars Platform ("Member Content"); and (ii) access and view Member Content and any content that Screen Stars itself makes available on or through the Screen Stars Platform, including proprietary Screen Stars content and any content licensed or authorized for use by or through Screen Stars from a third party ("Screen Stars Content" and together with Member Content, "Materials").

4.2 The Screen Stars Platform, Screen Stars Content, and Member Content may in its entirety or in part be protected by copyright, trademark, and/or other laws of the United States and other countries. The Screen Stars Marks will remain with and belong to Screen Stars and its licensors, and may not be copied, imitated, or used without the prior written consent of Screen Stars. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Screen Stars Platform, Screen Stars Content or Member Content. All trademarks, service marks, logos, trade names, and any other source identifiers of Screen Stars used on or in connection with the Screen Stars Platform and Screen Stars Content are trademarks or registered trademarks of Screen Stars in the United States and abroad. Trademarks, service marks, logos, trade names and any other proprietary designations of third parties used on or in connection with the Screen Stars Platform, Screen Stars Content, and/or Materials are used for identification purposes only and may be the property of their respective owners.

4.3 You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Screen Stars Platform or Materials, except to the extent you are the legal owner of certain Member Content or as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Screen Stars or its licensors, except for the licenses and rights expressly granted in these Terms.

4.4 Subject to your compliance with these Terms, Screen Stars grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to (i) download and use the Application on your personal device(s); and (ii) access and view any Materials made available on or through the Screen Stars Platform and accessible to you, solely for your personal and non-commercial use.

4.5 By creating, uploading, posting, sending, receiving, storing, or otherwise making available any Member Content on or through the Screen Stars Platform, you grant to Screen Stars a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the

term of the protection), sub-licensable and transferable license to such Member Content to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such Member Content to provide and/or promote the Screen Stars Platform, in any media or platform. Insofar as Member Content (including Screen Stars Images) includes personal information, such Member Content will only be used for these purposes if such use complies with applicable data protection laws in accordance with our Privacy Policy. Unless you provide specific consent, Screen Stars does not claim any ownership rights in any Member Content and nothing in these Terms will be deemed to restrict any rights that you may have to use or exploit your Member Content.

4.6 Screen Stars may offer Providers the option of having professional photographers take photographs of Providers, their Listings, and their Provider Services, which are made available by the photographer to Providers to include in their Listings with or without a watermark or tag bearing the words " Screen Stars.com Certified Photo" or similar wording ("Screen Stars Images"). You are responsible for ensuring that you and/or your Listing and Provider Services are accurately represented in the Screen Stars Images. You agree that you will stop using the Screen Stars Images on or through the Screen Stars Platform if they no longer accurately represent your Listing, if you stop providing the Provider Service featured, or if your Screen Stars Account is terminated or suspended for any reason. You acknowledge and agree that Screen Stars shall have the right to use any Screen Stars Images in accordance with these Terms for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Where Screen Stars is not the exclusive owner of Screen Stars Images, by using such Screen Stars Images on or through the Screen Stars Platform, you grant to Screen Stars an exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable and transferable license to use such Screen Stars Images for advertising, marketing and/or any other business purposes in any media or platform, whether in relation to your Listing or otherwise, without further notice or compensation to you. Screen Stars in turn grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to use Screen Stars Images outside of the Screen Stars Platform solely for your personal and non-commercial use.

4.7 You are solely responsible for all Member Content that you make available on or through the Screen Stars Platform. Accordingly, you represent and warrant that: (i) you either are the sole and exclusive owner of all Member Content that you make available on or through the Screen Stars Platform or you have all rights, licenses, consents and releases that are necessary to grant to Screen Stars the rights in and to such Member

Content, as contemplated under these Terms; and (ii) neither the Member Content nor your posting, uploading, publication, submission, or transmittal of the Member Content or Screen Stars's use of the Member Content (or any portion thereof) as contemplated under these Terms will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

4.8 You will not post, upload, publish, submit or transmit any Member Content that: (i) is fraudulent, false, misleading (directly or by omission or failure to update information) or deceptive; (ii) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (v) promotes illegal or harmful activities or substances; or (vi) violates any Screen Stars policy. Screen Stars may, without prior notice, remove or disable access to any Member Content that Screen Stars finds to be in violation of applicable law, these Terms or Screen Stars's then-current policies, or otherwise may be harmful or objectionable to Screen Stars, its Members, third parties, or property. If you believe that any content on the Screen Stars Platform infringes copyrights you own, please notify us.

4.9 Screen Stars has established, and will maintain during the Term, commercially reasonable administrative, physical and technical safeguards for the protection of Member data, including use of Third Party Service providers to provide secure hosting services. You acknowledge that Member data is hosted and processed on a distributed network owned and maintained by Third Party Service providers that are responsible for securing the network and Member data.

Screen Stars will provide or arrange for all facilities and equipment that it reasonably considers necessary to develop, host and maintain the Screen Stars Platform, including, without limitation, a Third Party Service provider to provide hosting services that is a market leader in security and uptime of their hosting services (e.g. Google, Microsoft Azure, Amazon Web Services or similar). Screen Stars will not make any substantive changes to the Third Party Service provider's applicable services that would be reasonably anticipated to result in any material loss of security, functionality or performance of the Screen Stars Platform as compared to the Screen Stars Platform as of the effective date of these Terms.

5. Fees

5.1 Screen Stars may charge fees to Providers ("Provider Fees") in consideration for a subscription to use the Screen Stars Services and the Screen Stars Platform for a defined period of time ("Subscription Period"). At this time, Screen Stars does not charge fees to Legal Guardians.

5.2 When a Member is approved as a Provider and agrees to begin the Subscription Period, the Provider agrees to pay to Screen Stars 20% of payments made on the Screen Stars Platform by third party purchasers of Provider Services for an initial Subscription Period of two years. Screen Stars will collect the Provider Fees due by automatically deducting those fees and any applicable taxes from amounts paid by third party purchasers through the Screen Stars Platform to Provider for their Child Care Services ("Payout(s)"). Except as otherwise provided on the Screen Stars Platform, Provider Fees are non-refundable. Screen Stars reserves the right to change the Provider Fees or applicable charges and to institute new ones at the end of each Subscription Period, upon thirty (30) days prior notice to you (which may be sent by email). Such fee changes will not affect any bookings made prior to the effective date of the fee change.

5.3 You are responsible for paying any Provider Fees that you owe to Screen Stars. The applicable Provider Fees (including any applicable Taxes) are collected by Screen Stars Payments. Screen Stars Payments will deduct any Provider Fees from the Listing Fee before remitting the payout to the Provider. Except as otherwise provided on the Screen Stars Platform, Provider Fees are non-refundable.

If you are a Provider, you hereby appoint Screen Stars as your payment collection agent solely for the limited purpose of collecting payment for your services on the Screen Stars Platform. You agree that payments made through the Screen Stars Platform shall be considered the same as a payment made directly to you, and that you will provide the purchased services to the purchaser in the agreed-upon manner as if you have received the payment directly from the purchaser. You agree that Screen Stars may refund the purchaser in accordance with Screen Stars' terms. You understand that Screen Stars' obligation to pay you is subject to and conditional upon successful receipt of the associated payments from purchasers. Screen Stars guarantees Payouts to you only for such amounts that have been successfully received by Screen Stars from purchasers in accordance with Screen Stars' terms. In accepting appointment as the limited payment collection agent of the purchaser, Screen Stars assumes no liability for any of your acts or omissions per Section 13 of this Agreement.

In order for you to receive a Payout, you must have a valid Payout method linked to your Screen Stars account. The time it takes to receive Payouts once released by

Screen Stars may depend upon the Payout Method selected and the processing time. Screen Stars may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

5.4 If you believe that Screen Stars has incorrectly deducted the Provider Fees from your Payout, you must contact Screen Stars no later than sixty (60) days after the date of electronic invoice in which the claimed error or problem appeared, in order to receive an adjustment or credit, if any. Inquiries should be directed to tos@ScreenStars.com. All prices are shown in U.S. dollars and applicable taxes and other charges, if any, are additional.

5.5 You are responsible for any sales, duty or other governmental taxes or fees due with respect to your purchase of a Screen Stars subscription. Screen Stars will collect applicable sales tax if it determines that Screen Stars has a duty to collect sales tax. Screen Stars will present any taxes that it is required to collect at checkout, but note that actual taxes charged may be adjusted from the amount shown at checkout. Several factors may cause this, such as variances between processor programs and changes in tax rates.

6. Terms specific for Providers

6.1 When creating a Listing through the Screen Stars Platform you must (i) provide complete and accurate information about your Provider Service (such as listing description, location, and calendar availability), (ii) disclose any deficiencies, restrictions (such as house rules) and requirements that apply (such as any minimum age, proficiency or fitness requirements for an Experience) and (iii) provide any other pertinent information requested by Screen Stars. You are responsible for keeping your Listing information (including calendar availability) up-to-date at all times.

6.2 You are solely responsible for setting a price (including any Taxes if applicable, or charges such as materials fees) for your Listing ("Listing Fee"). Once a Legal Guardian requests a booking of your Listing, you may not request that the Legal Guardian pays a higher price than in the booking request.

6.3 Any terms and conditions included in your Listing, in particular in relation to cancellations, must not conflict with these Terms or the relevant cancellation policy for your Listing.

6.4 Pictures, animations or videos (collectively, "Images") used in your Listings must accurately reflect the quality and condition of your Provider Services. Screen Stars reserves the right to require that Listings have a minimum number of Images of a

certain format, size and resolution, as well as the right to approve images before they appear on the Screen Stars Platform.

6.5 The placement and ranking of Listings in search results on the Screen Stars Platform may vary and depend on a variety of factors, such as Legal Guardian search parameters and preferences, Provider requirements, price and calendar availability, number and quality of Images, customer service history, Reviews and Ratings, type of Provider Service, and/or ease of booking.

6.6 When you accept or have pre-approved a booking request by a Legal Guardian, you are entering into a legally binding agreement with the Legal Guardian and are required to provide your Provider Service(s) to the Legal Guardian as described in your Listing when the booking request is made. You also agree to pay the applicable Provider Fee and any applicable Taxes.

6.7 Screen Stars recommends that Providers obtain appropriate insurance for their Provider Services. You must review any insurance policy carefully, and in particular make sure that you are familiar with and understand any exclusions to, and any deductibles that may apply to the specifics of your Child Care Services, including, but not limited to, whether or not your insurance policy will cover the actions or inactions of Legal Guardians (and the individuals the Legal Guardian has booked for, if applicable) while utilizing your Provider Service. Screen Stars assumes no liability in connection with any recommendations to Providers regarding potential insurance policies or providers.

6.8 Unless expressly allowed by Screen Stars, you may not have more than one Listing for Child Care Services. If you choose to require a deposit for your Child Care Services, you must specify this in your Listing ("Deposit"). Providers are not allowed to ask for a Deposit (i) after a booking has been confirmed or (ii) outside of the Screen Stars Platform.

6.9 You represent and warrant that any Listing you post and the booking of Child Care Services will (i) not breach any agreements you have entered into with any third parties, such as landlord, homeowners association, condominium, or other agreements, and (ii) comply with all applicable laws (such as zoning laws), Tax requirements, and other rules and regulations (including having all required permits, licenses and registrations). As a Provider, you are responsible for your own acts and omissions and are also responsible for the acts and omissions of any individuals who reside at or are otherwise

present at the Listing at your request or invitation, excluding the Legal Guardian and any individuals the Legal Guardian invites to the Listing.

6.10 Providers who list Provider Services other than Child Care Services agree to and are subject to the Additional Terms for such Services.

7. Co-Providers

7.1 Screen Stars may enable Providers to authorize other Members (“Co-Providers”) to administer the Provider’s Listing(s), and to bind the Provider and take certain actions in relation to the Listing(s) as permitted by the Provider, such as accepting booking requests, messaging and welcoming Legal Guardians, and updating the Listing Fee and calendar (collectively, “Co-Provider Services”). Any agreement formed between Provider and Co-Provider may not conflict with these Terms, the Payments Terms, or any other policies applicable to your Provider Service(s). Co-Providers may only act in an individual capacity and not on behalf of a company or other organization, unless expressly authorized by Screen Stars. Screen Stars reserves the right, in our sole discretion, to limit the number of Co-Providers a Provider may invite for each Listing and to limit the number of Listings a Co-Provider may manage.

7.2 Providers should exercise due diligence and care when deciding who to add as a Co-Provider to their Listing(s). Providers remain solely responsible and liable for any and all Listings and Member Content published on the Screen Stars Platform, including any Listing created by a Co-Provider on their behalf. Further, Providers remain responsible and liable for their own acts and omissions, including, but not limited to, conduct that causes harm or damage to the Co-Provider(s). Co-Providers remain responsible and liable for their own acts and omissions when engaging in their roles and responsibilities as a Co-Provider, including, but not limited to, conduct that causes harm or damage to the Provider. In addition, both Provider and Co-Provider are jointly responsible and severally liable for third party claims, including Legal Guardian claims, arising from the acts and omissions of the other person as related to Provider activities, communications with Legal Guardians, and the provision of any Co-Provider Services.

7.3 Unless agreed otherwise by Provider and Co-Provider, Provider and Co-Provider may terminate the Co-Provider agreement at any time. In addition, both Provider and Co-Provider acknowledge that their Co-Providing relationship will terminate in the event that Screen Stars (i) terminates the Co-Provider service or (ii) terminates either party’s participation in the Co-Provider service. When the Co-Provider agreement is terminated, the Provider will remain responsible for all of the Co-Provider’s actions prior to the termination, including the responsibility to fulfill any pending or future bookings

initiated prior to the termination. When a Member is removed as a Co-Provider, that Member will no longer have access to any Provider or Legal Guardian information related to the applicable Provider's Listing(s).

7.4 As a Co-Provider, you will not be reviewed by Legal Guardians, meaning that your Co-Provider activities will not affect your Reviews or Ratings for other Listings for which you are a Provider. Instead, the Provider of such Listing(s) will be reviewed by Legal Guardians (including potentially on the basis of the Co-Provider's conduct and performance). Providers acknowledge that Reviews and Ratings from Legal Guardians for their Listing(s) may be impacted by a Co-Provider's conduct and performance.

8. Terms specific for Legal Guardians

8.1 Subject to meeting any requirements (such as completing any verification processes) set by Screen Stars and/or the Provider, you can book a Listing available on the Screen Stars Platform by following the respective booking process. All applicable fees, including the Listing Fee, Deposit (if applicable), Legal Guardian Fee and any applicable Taxes (collectively, "Total Fees") will be presented to you prior to booking a Listing. You agree to pay the Total Fees for any booking requested in connection with your Screen Stars Account.

8.2 Upon receipt of a booking confirmation from Screen Stars, a legally binding agreement is formed between you and your Provider, subject to any additional terms and conditions of the Provider that apply, including in particular the applicable cancellation policy and any rules and restrictions specified in the Listing. Screen Stars Payments will collect the Total Fees at the time of the booking request or upon the Provider's confirmation pursuant to the Payments Terms. For certain bookings, Legal Guardians may be required to pay or have the option to pay in multiple installments.

8.3 If you book a Provider Service on behalf of additional Legal Guardians, such as a spouse or co-parent, you are required to ensure that every person to receive Provider Services meets any requirements set by the Provider, and is made aware of and agrees to these Terms and any terms and conditions, rules and restrictions set by the Provider. If you are booking Child Care Services for an individual who is a minor, you represent and warrant that you are legally authorized to act on behalf of the minor. Minors may only participate in a Provider Service with the consent of an adult who is responsible for them.

8.4 Screen Stars may enable a Legal Guardian who is booking a Listing on behalf of one or more additional Legal Guardians (the "Organizer") to split the payment of the

Total Fees for an eligible booking on a pro-rata basis between the Organizer and at least one other additional Legal Guardian (each a “Co-Payer”) (the “Group Payment Service”). In order to participate in the Group Payment Service, each Co-Payer must have or register a Screen Stars Account prior to making a payment. All payments via the Group Payment Service are handled by Screen Stars Payments and are subject to the Group Payment Terms of Service.

8.5 You understand that a confirmed booking of Child Care Services Listing (“Child Care Booking”) is a legal agreement with the Provider to utilize the Provider’s Child Care Services for the duration of your agreement.

8.6 You agree to follow the rules and policies regarding the Child care Booking as specified in the Listing or as otherwise mutually agreed upon between you and the Provider. A Deposit, if required by a Provider, may be applied to any penalties assessed by the Provider in accordance with such agreements between you and the Provider.

8.7 You should carefully review the description of any other Provider Service you intend to book to ensure you (and any additional persons you are booking for) meet any minimum age or other requirements which the Provider has specified in their Listing. At your sole discretion you may want to inform the Provider of any medical or physical conditions, or other circumstances that may impact your and any additional persons’ ability to participate in any Provider Service. You are responsible for identifying, understanding, and complying with all laws, rules and regulations that apply to your participation in any Provider Service.

8.8 Before and during a Provider Service you must at all times adhere to the Providers’ instructions.

8.9 You may not bring any additional individuals to a Provider Service unless such an individual was added by you as an additional person during the booking process on the Screen Stars Platform.

9. Booking Modifications, Cancellations and Refunds

9.1 Providers and Legal Guardians are responsible for any modifications to a booking that they make via the Screen Stars Platform or direct Screen Stars customer service to make (“Booking Modifications”), and agree to pay any additional Fees and/or Taxes associated with such Booking Modifications.

9.2 Legal Guardians can cancel a confirmed booking at any time pursuant to the Listing’s cancellation policy set by the Provider, and Screen Stars Payments will refund

the amount of the Total Fees due to the Legal Guardian in accordance with such cancellation policy. Unless extenuating circumstances exist, any portion of the Total Fees due to the Provider under the applicable cancellation policy will be remitted to the Provider by Screen Stars Payments pursuant to the Payments Terms.

9.3 If a Provider cancels a confirmed booking, the Legal Guardian will receive a full refund of the Total Fees for such booking. In some instances, Screen Stars may allow the Legal Guardian to apply the refund to a new booking, in which case Screen Stars Payments will credit the amount against the Legal Guardian's subsequent booking at the Legal Guardian's direction. Further, Screen Stars may publish an automated review on the Listing cancelled by the Provider indicating that a booking was cancelled. In addition, Screen Stars may impose a cancellation fee, unless the Provider has a valid reason for cancelling the booking pursuant to Screen Stars's Extenuating Circumstances Policy or has legitimate concerns about the Legal Guardian's behavior.

9.4 For other Provider Services, if weather poses a safety risk to Legal Guardians, or if it prevents a Provider from carrying out a Provider Service that takes place primarily outdoors, Providers may cancel the Provider Service. Providers may also cancel the Provider Service if other conditions exist that would prevent the Provider from offering the Provider Service safely.

9.5 In certain circumstances, Screen Stars may decide, in its sole discretion, that it is necessary to cancel a pending or confirmed booking and initiate corresponding refunds and payouts. This may be for reasons set forth in Screen Stars's Extenuating Circumstances Policy or (i) where Screen Stars believes in good faith, while taking the legitimate interests of both parties into account, this is necessary to avoid significant harm to Screen Stars, other Members, third parties or property, or (ii) for any of the reasons set out in these Terms.

9.6 Screen Stars may determine, in its sole discretion, to refund the Legal Guardian part or all of the Total Fees in accordance with Screen Stars' policies.

9.7 If a Legal Guardian or Screen Stars cancels a confirmed booking, and the Legal Guardian receives a refund in accordance with a Screen Stars policy, or the applicable cancellation policy set by the Provider and mentioned in the Listing, after the Provider has already been paid, Screen Stars Payments will be entitled to recover the amount of any such refund from the Provider, including by subtracting such refund amount out from any future Payouts due to the Provider.

9.8 Except as otherwise set out in these Terms, Members may contact Screen Stars to send or request money for refunds, additional Provider Services, or damage claims related to bookings. You agree to pay all amounts in connection with these refunds/claims in connection with your Screen Stars Account, and Screen Stars Payments will handle all such payments.

10. Taxes

10.1 As a Provider you are solely responsible for determining your obligations to report, collect, remit or include in your Listing Fees any applicable tax, including but not limited to indirect sales tax, services tax, or income taxes (“Taxes”).

10.2 Tax regulations may require us to collect appropriate Tax information from Providers, or to withhold Taxes from payouts to Providers, or both. If a Provider fails to provide us with the required documentation under applicable law (e.g., a tax number) that we determine to be sufficient to alleviate our obligation (if any) to withhold Taxes from payouts to you, we reserve the right to withhold payouts up to the tax-relevant amount as required by law, until resolution.

10.3 You understand that any appropriate governmental agency, department and/or authority (“Tax Authority”) where your Listing is located may require Taxes to be collected from Legal Guardians or Providers on Listing Fees, and to be remitted to the respective Tax Authority. The laws in jurisdictions may vary, but these Taxes may be required to be collected and remitted as a percentage of the Listing Fees set by Providers, a set amount per day, or other variations.

10.4 In certain jurisdictions, Screen Stars may decide in its sole discretion to facilitate collection and remittance of Taxes from or on behalf of Legal Guardians or Providers, in accordance with these Terms (“Collection and Remittance”) if such jurisdiction asserts Screen Stars or Providers have a Tax collection and remittance obligation. In any jurisdiction in which we decide to facilitate direct Collection and Remittance, you hereby instruct and authorize Screen Stars (via Screen Stars Payments) to collect Taxes from Legal Guardians on the Provider's behalf at the time Listing Fees are collected, and to remit such Taxes to the Tax Authority. In other jurisdictions Screen Stars may decide in its sole discretion to collect Taxes and remit such Taxes to eligible and qualifying Providers, based on tax information supplied by the Provider, for ultimate reporting and remittance by such Provider to the Tax Authority (“Pass-Through Tax Feature”). Such Providers using the Pass-Through Tax Feature will be solely responsible for informing Screen Stars about the correct Tax amount to be collected from the Legal Guardian in accordance with applicable law and directly remitting the Taxes to the relevant Tax

Authority. Screen Stars does not assume any liability for the failure of a participating Provider to comply with any applicable tax reporting or remittance obligations. The amount of Taxes, if any, collected and remitted by Screen Stars will be visible to and separately stated to both Legal Guardians and Providers on their respective transaction documents. Where Screen Stars is facilitating Collection and Remittance, Providers are not permitted to collect any Taxes being collected by Screen Stars relating to their Listing in that jurisdiction.

10.5 You agree that any claim or cause of action relating to Screen Stars's facilitation of Collection and Remittance of Taxes shall not extend to any supplier or vendor that may be used by Screen Stars in connection with facilitation of Collection and Remittance, if any. Legal Guardians and Providers agree that we may seek additional amounts from you in the event that the Taxes collected and/or remitted are insufficient to fully discharge your obligations to the Tax Authority, and agree that your sole remedy for Taxes collected is a refund of Taxes collected by Screen Stars from the applicable Tax Authority in accordance with applicable procedures set by that Tax Authority.

10.6 Screen Stars reserves the right, with prior notice to Providers, to cease the Collection and Remittance in any jurisdiction for any reason at which point Providers and Legal Guardians are once again solely responsible and liable for the collection and/or remittance of any and all Taxes that may apply to Listings in that jurisdiction.

11. Prohibited Activities

11.1 You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Screen Stars Platform. In connection with your use of the Screen Stars Platform, you will not and will not assist or enable others to:

breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our Terms, Policies or Standards;

use the Screen Stars Platform or Materials for any commercial or other purposes that are not expressly permitted by these Terms or in a manner that falsely implies Screen Stars endorsement, partnership or otherwise misleads others as to your affiliation with Screen Stars;

copy, store or otherwise access or use any information, including personally identifiable information about any other Member, contained on the Screen Stars Platform in any

way that is inconsistent with Screen Stars's Privacy Policy or these Terms or that otherwise violates the privacy rights of Members or third parties;

use the Screen Stars Platform in connection with the distribution of unsolicited commercial messages ("spam");

offer, as a Provider, any Listing that you do not yourself own or have permission to make available through the Screen Stars Platform;

unless Screen Stars explicitly permits otherwise, book any Listing if you will not actually be using the Provider Services yourself;

contact another Member for any purpose other than asking a question related to your own booking, Listing, or the Member's use of the Screen Stars Platform, including, but not limited to, recruiting or otherwise soliciting any Member to join third-party services, applications or websites, without our prior written approval;

use the Screen Stars Platform to request, make or accept a booking independent of the Screen Stars Platform, to circumvent any Provider Fees or for any other reason;

request, accept or make any payment for Listing Fees outside of the Screen Stars Platform or Screen Stars Payments. If you do so, you acknowledge and agree that you: (i) would be in breach of these Terms; (ii) accept all risks and responsibility for such payment, and (iii) hold Screen Stars harmless from any liability for such payment;

discriminate against or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any violent, harmful, abusive or disruptive behavior;

use, display, mirror or frame the Screen Stars Platform or Materials, or any individual element within the Screen Stars Platform, Screen Stars's name, any Screen Stars trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Screen Stars Platform, without Screen Stars's express written consent;

dilute, tarnish or otherwise harm the Screen Stars brand in any way, including through unauthorized use of Materials, registering and/or using Screen Stars or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that

closely imitate or are confusingly similar to Screen Stars domains, trademarks, taglines, promotional campaigns or Materials;

use any robots, spider, crawler, scraper or other automated means or processes to access, collect data or other content from or otherwise interact with the Screen Stars Platform for any purpose;

avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Screen Stars or any of Screen Stars's providers or any other third party to protect the Screen Stars Platform;

attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Screen Stars Platform;

take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Screen Stars Platform;

export, re-export, import, or transfer the Application except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or

violate or infringe anyone else's rights or otherwise cause harm to anyone.

11.2 You acknowledge that Screen Stars has no obligation to monitor the access to or use of the Screen Stars Platform by any Member or to review, disable access to, or edit any Member Content, but has the right to do so to (i) operate, secure and improve the Screen Stars Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure Members' compliance with these Terms; (iii) comply with applicable law or the order or requirement of a court, law enforcement or other administrative agency or governmental body; (iv) respond to Member Content that it determines is harmful or objectionable; or (v) as otherwise set forth in these Terms. Members agree to cooperate with and assist Screen Stars in good faith, and to provide Screen Stars with such information and take such actions as may be reasonably requested by Screen Stars with respect to any investigation undertaken by Screen Stars or a representative of Screen Stars regarding the use or abuse of the Screen Stars Platform.

11.3 If you feel that any Member you interact with, whether online or in person, is acting or has acted inappropriately, including but not limited to anyone who (i) engages in offensive, violent or sexually inappropriate behavior, (ii) you suspect of stealing from you, or (iii) engages in any other disturbing conduct, you should immediately report such person to the appropriate authorities and then to Screen Stars by contacting us with

your police station and report number (if available). You agree that any report you make will not obligate us to take any action (beyond that required by law, if any).

12. Term and Termination

12.1 This Agreement shall remain in full force and effect while you use the Screen Stars Platform. Screen Stars reserves the right to deny access to and use of the site to any person or entity and for any reason. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. Screen Stars reserves the right, in its sole discretion, to make changes or modifications to these Terms of Service at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Service, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and the Screen Stars website to stay informed of changes or updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Service by your continued use of the Site after the date such revised Terms of Use are posted.

12.2 If you cancel your Screen Stars Account as a Provider, any confirmed booking(s) will be automatically cancelled and your Legal Guardians will receive a full refund. If you cancel your Screen Stars Account as a Legal Guardian, any confirmed booking(s) will be automatically cancelled and any refund will depend upon the terms of the Listing’s cancellation policy.

In the event you terminate your Screen Stars Subscription prior to the end of the Subscription Period:

(a) You remain responsible for Screen Stars Fees (including any applicable taxes and other charges) through the end of the Subscription Period, regardless of whether you receive payments through a different payment system outside of the Screen Stars Platform.

(b) all of your (and your Co-Provider’s, if applicable) rights under these Terms will immediately terminate, the license granted to you in these Terms will terminate, and you and any Co-Providers will immediately cease access or use of the Screen Stars Platform.

12.3 Without limiting our rights specified below, Screen Stars may terminate this Agreement for convenience at any time by giving you thirty (30) days' notice via email to your registered email address.

12.4 Screen Stars may immediately, without notice, terminate this Agreement and/or stop providing access to the Screen Stars Platform if (i) you have materially breached your obligations under these Terms, the Payments Terms, our Policies or Standards, (ii) you have violated applicable laws, regulations or third party rights, or (iii) Screen Stars believes in good faith that such action is reasonably necessary to protect the personal safety or property of Screen Stars, its Members, or third parties (for example in the case of fraudulent behavior of a Member).

12.5 In addition, Screen Stars may take any of the following measures (i) to comply with applicable law, or the order or request of a court, law enforcement or other administrative agency or governmental body, or if (ii) you have breached these Terms, the Payments Terms, our Policies or Standards, applicable laws, regulations, or third party rights, (iii) you have provided inaccurate, fraudulent, outdated or incomplete information during the Screen Stars Account registration, Listing process or thereafter, (iv) you and/or your Listings or Provider Services at any time fail to meet any applicable quality or eligibility criteria, (v) you have repeatedly received poor Ratings or Reviews or Screen Stars otherwise becomes aware of or has received complaints about your performance or conduct, (vi) you have repeatedly cancelled confirmed bookings or failed to respond to booking requests without a valid reason, or (vii) Screen Stars believes in good faith that such action is reasonably necessary to protect the personal safety or property of Screen Stars, its Members, or third parties, or to prevent fraud or other illegal activity:

refuse to surface, delete or delay any Listings, Ratings, Reviews, or other Member Content;

cancel any pending or confirmed bookings;

limit your access to or use of the Screen Stars Platform;

temporarily or permanently revoke any special status associated with your Screen Stars Account;

temporarily or in case of severe or repeated offenses permanently suspend your Screen Stars Account and stop providing access to the Screen Stars Platform.

In case of non-material breaches and where appropriate, you will be given notice of any intended measure by Screen Stars and an opportunity to resolve the issue to Screen Stars's reasonable satisfaction.

12.6 If we take any of the measures described above (i) we may refund your Legal Guardians in full for any and all confirmed bookings that have been cancelled, irrespective of preexisting cancellation policies, and (ii) you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

12.7 When this Agreement has been terminated, you are not entitled to a restoration of your Screen Stars Account or any of your Member Content. If your access to or use of the Screen Stars Platform has been limited or your Screen Stars Account has been suspended or this Agreement has been terminated by us, you may not register a new Screen Stars Account or access and use the Screen Stars Platform through an Screen Stars Account of another Member.

12.8 Sections 4 and 10 to 19 of these Terms shall survive any termination or expiration of this Agreement.

12.9 The Subscription Period will automatically renew for subsequent two-year periods unless you provide notice of cancellation prior to the Subscription period by emailing tos@ScreenStars.com.

13. Disclaimers

If you choose to use the Screen Stars Platform or Materials, you do so voluntarily and at your sole risk. The Screen Stars Platform and Materials is provided "as is", without warranty of any kind, either express or implied.

You agree that you have had whatever opportunity you deem necessary to investigate the Screen Stars Services, laws, rules, or regulations that may be applicable to your Listings and/or Provider Services you are receiving and that you are not relying upon any statement of law or fact made by Screen Stars relating to a Listing.

If we choose to conduct identity verification or background checks on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

You agree that some Provider Services, or the Group Payment Service may carry inherent risk, and by participating in such services, you choose to assume those risks voluntarily. For example, some Provider Services may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those Provider Services. You assume full responsibility for the choices you make before, during and after your participation in a Provider Service or the Group Payment Service. If you are bringing a minor as an additional participant in a Listing or Provider Services, you are solely responsible for the supervision of that minor throughout the duration of your Provider Service and to the maximum extent permitted by law, you agree to release and hold harmless Screen Stars from all liabilities and claims that arise in any way from any injury, death, loss or harm that occurs to that minor during the Provider Service or in any way related to your Provider Service.

The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights. However, the duration of statutorily required warranties, if any, shall be limited to the maximum extent permitted by law.

14. Liability

You acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Screen Stars Platform and Materials, your publishing or booking of any Listing via the Screen Stars Platform, participation in any other Provider Service, participation in the Group Payment Service, or any other interaction you have with other Members whether in person or online remains with you. Neither Screen Stars nor any other party involved in creating, producing, or delivering the Screen Stars Platform or Materials will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, service interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Terms, (ii) from the use of or inability to use the Screen Stars Platform or Materials, (iii) from any communications, interactions or meetings with other Members or other persons with whom you communicate, interact or meet with as a result of your use of the Screen Stars Platform, or (iv) from your publishing or booking of a Listing, including the provision or use of a Listing's Provider Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not Screen Stars has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Providers pursuant to these Terms, in no event will Screen Stars's aggregate liability arising out of or in connection with these Terms

and your use of the Screen Stars Platform including, but not limited to, from your publishing or booking of any Listings via the Screen Stars Platform, or from the use of or inability to use the Screen Stars Platform or Materials and in connection with any Listing, other Provider Service, the Group Payment Service, or interactions with any other Members, exceed the amounts you have paid or owe for bookings via the Screen Stars Platform as a Legal Guardian in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Provider, the amounts paid by Screen Stars to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between Screen Stars and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

15. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at Screen Stars's option), indemnify, and hold Screen Stars and its affiliates and subsidiaries, including but not limited to, Screen Stars Payments, and their officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Terms or our Policies or Standards, (ii) your improper use of the Screen Stars Platform or any Screen Stars Services, (iii) your interaction with any Member, participation in any Provider Service, participation in the Group Payment Service, including without limitation any injuries, losses or damages (whether compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of such interaction, stay, participation or use, (iv) Screen Stars's Collection and Remittance of Taxes, or (v) your breach of any laws, regulations or third party rights.

16. Dispute Resolution and Arbitration Agreement

16.1 This Dispute Resolution and Arbitration Agreement shall apply if your (i) country of residence or establishment is in the United States; or (ii) your country of residence or establishment is not in the United States, but bring any claim against Screen Stars in the United States (to the extent not in conflict with other Sections herein).

16.2 Except for (a) any IP Disputes; or (b) any claim for injunctive relief; Members and Screen Stars each waive their respective rights to a jury trial and to have any dispute arising out of or related to this Agreement or the Screen Stars Platform resolved in

court. Instead, all disputes arising out of or relating to this Agreement or the Screen Stars Platform will be resolved through confidential binding arbitration held in the Los Angeles District of California before and in accordance with the Streamlined Arbitration Rules and Procedures (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”), which are available on the JAMS website. The arbitrator may only conduct an individual arbitration and may not consolidate more than one party’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one party. Members and Screen Stars agree that the state or federal courts of the State of California and the United States sitting in the Los Angeles District of California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. Any claim Members may have arising out of or related to this Agreement or the Screen Stars Platform must be filed within one year after such claim arose; otherwise, the claim is permanently barred.

16.3 Pre-Arbitration Dispute Resolution and Notification. Before initiating an arbitration, you and Screen Stars each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us and you can contact Screen Stars’s customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration.

16.4 Agreement to Arbitrate. You and Screen Stars mutually agree that any dispute, claim or controversy arising out of or relating to these Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Screen Stars Platform, the Provider Services, the Payment Service, or the Materials (collectively, “Disputes”) will be settled by binding individual arbitration (the “Arbitration Agreement”). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and Screen Stars agree that the arbitrator will decide that issue.

16.5 Exceptions to Arbitration Agreement. You and Screen Stars each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

16.6 Arbitration Rules and Governing Law. This Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision.

16.7 Screen Stars agrees that in order to make the arbitration most convenient to you, any required arbitration hearing may be conducted, at your option, (a) in the county where you reside; (b) in Los Angeles County; (c) in any other location to which you and Screen Stars both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, solely by submitting documents to the arbitrator. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, Screen Stars agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA Rules, to recover attorneys' fees and expenses if it prevails in arbitration. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

16.8 Jury Trial Waiver. You and Screen Stars acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

16.9 No Class Actions or Representative Proceedings. You and Screen Stars acknowledge and agree that, to the fullest extent permitted by law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and Screen Stars both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 16.09 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 16.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and Screen Stars agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

16.10 Severability. Except as provided herein, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be

severed and the remainder of the Arbitration Agreement shall be given full force and effect.

16.11 Changes. Notwithstanding the provisions herein discussing modification of the Terms, if Screen Stars changes this Dispute Resolution Section after the date you last accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by email) within thirty (30) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of Screen Stars's email to you notifying you of such change. Rejecting a new change, however, does not revoke or alter your prior consent to any earlier agreements to arbitrate any Dispute between you and Screen Stars (or your prior consent to any subsequent changes thereto), which will remain in effect and enforceable as to any Dispute between you and Screen Stars.

16.12 Survival. This Section 16 will survive any termination of these Terms and will continue to apply even if you stop using the Screen Stars Platform or terminate your Screen Stars Account.

17. Background Checks

17.1 Overview of Background Checks. Screen Stars pays for certain background check services for individuals who have been accepted as Providers, including criminal record checks, state child abuse and neglect registry checks, and motor vehicle records ("MVR") checks (collectively "Background Checks"). Providers can order or authorize background checks about themselves, and can authorize that the background checks can be shared with other members as specified in these Terms. Background Checks may be ordered by Providers about themselves or by Members, subject to the written authorization of the Provider who is the subject of the check. All background checks require payment of a fee by the Member who is initiating the background check request and are subject to the consent of the Member on whom the check is being performed. 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. You will provide directly to Screen Stars, or Screen Stars will otherwise receive, a copy of each Background Check you order or authorize through Screen Stars. See Section 17.3 below for information regarding Screen Stars's use of these Background Checks. You are responsible for making sure that the email address you provide to the background check entity and/or

Screen Stars is correct, knowing that sensitive information will be sent to it. The results of any check ordered pursuant to your written authorization will be shared directly with a requesting Member regardless of its contents. If you are a Provider and you have ordered a Background Check through Screen Stars, we may indicate in your profile that you have completed that check.

17.2. Special Responsibilities Regarding Background Checks under FCRA The use of any background check reports obtained in connection with the Screen Stars Platform is governed by the federal Fair Credit Reporting Act (“FCRA”) and certain state laws. If you order or request access to a Background Check on a Provider, you are considered an end user of the check, and must agree to a required End User Certification before the check will be processed. This End User Certification requires you to certify that you will comply with the FCRA and any applicable state laws, and summarizes key legal obligations. A summary of your responsibilities in using the information contained the background check can be found <http://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-employers-need-know> . If there is negative data in a check you receive, and you choose to take “adverse action” (i.e. if you choose to pass on that individual's candidacy) on the basis of this negative data, you must agree to take certain procedural steps, which can be found at <http://www.ftc.gov/tips-advice/business-center/guidance/using-consumer-reports-what-employers-need-know> . These include notifying the individual who is the subject of the report of your decision to take adverse action based on information contained in the report and the subject's right to contest the accuracy or completeness of the report. If the subject contests the report with the consumer reporting agency, you are required to suspend the hiring process while the agency researches the accuracy and completeness of the report.

17.3 Authorization for Screen Stars to Review and Use Background Checks. By registering for and using the Screen Stars Platform and Services as an individual Provider, and subject to your authorization, you acknowledge and agree that Screen Stars may review and use any Background Checks you have ordered or authorized about yourself for the purpose of protecting the safety and integrity of the Screen Stars Platform and its users, which may, in the case of certain Providers, be considered an employment purpose pursuant to the FCRA. Screen Stars reserves the right to terminate your membership based on the information contained in such report, even if such information was subsequently dismissed. If Screen Stars declines to accept your application to be featured as a Provider on the Screen Stars Platform, or terminates your membership or access to the Screen Stars Platform 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 Screen Stars 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 Screen Stars.

By registering for and using the Site or Services as a Member or Provider, you hereby acknowledge and agree that Screen Stars 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, which may, in the case of certain Providers, be deemed to be an employment purpose under the FCRA. Subject to certain additional disclosures and authorizations, if applicable to you as a Provider, Screen Stars may order these screenings when you apply to be a Provider with Screen Stars and thereafter in connection with your continued use of our Services and/or interaction with our Site. 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 Screen Stars may review the information provided by the third-party consumer reporting agency and that Screen Stars retains the right to terminate your Screen Stars status as a Provider or user of the Screen Stars Platform based on the information it receives from these checks, even if such information was subsequently changed or corrected. If Screen Stars 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 Screen Stars 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 Screen Stars) within the time period specified in your notice.

Notwithstanding this, you agree that Screen Stars 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 PROVIDER, SUBJECT TO YOUR ADDITIONAL AUTHORIZATION, YOU AGREE TO ALLOW Screen Stars TO PERFORM THESE BACKGROUND CHECKS

FOR THE PURPOSES DESCRIBED ABOVE. IF YOU DO NOT WANT THESE INTERNAL BACKGROUND CHECKS TO BE PERFORMED, YOU SHOULD NOT USE Screen Stars AS A PROVIDER.

17.4 Important Limitations and Release of Liability. SPECIAL NOTICE FOR MASSACHUSETTS AND NEW HAMPSHIRE: Criminal County Searches conducted in Massachusetts and New Hampshire as part of certain Background Checks (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. Criminal records (including misdemeanors and felonies) from other courts in these states will not be searched. This is an illustrative, non-comprehensive, explanation of certain state and county limitations of the Background Checks offered through Screen Stars; 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 Screen Stars 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 Screen Stars has no obligation to perform Background Checks or Verification Checks on any Registered Users. To the extent Screen Stars 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 Screen Stars' Services.

18. General Provisions

18.1 If your country of residence or establishment is the United States, these Terms will be interpreted in accordance with the laws of the State of California and the United States of America, without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration Agreement in Section 16 must be brought in state or federal court in Los Angeles, California, unless we both agree to some other location. You and we both consent to venue and personal jurisdiction in Los Angeles, California.

18.2 Screen Stars reserves the right to modify these Terms at any time. If we make changes to these Terms, we will post the revised Terms on the Screen Stars Platform and update the "Last Updated" date at the top of these Terms. If you disagree with the revised Terms, you may immediately terminate this Agreement in writing. If you do not terminate your Agreement before the date the revised Terms become effective, your continued access to or use of the Screen Stars Platform will constitute acceptance of the revised Terms.

Except as they may be supplemented by additional terms and conditions, policies, guidelines or standards, these Terms constitute the entire Agreement between Screen Stars and you pertaining to the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between Screen Stars and you in relation to the access to and use of the Screen Stars Platform.

18.3 No joint venture, partnership, employment, or agency relationship exists between you and Screen Stars as a result of this Agreement or your use of the Screen Stars Platform.

18.4 These Terms do not and are not intended to confer any rights or remedies upon any person other than the parties.

18.5 If any provision of these Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

18.6 Screen Stars's failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise permitted under law.

18.7 You may not assign, transfer or delegate this Agreement and your rights and obligations hereunder without Screen Stars's prior written consent. Screen Stars may without restriction assign, transfer or delegate this Agreement and any rights and obligations hereunder, at its sole discretion, with 30 days prior notice. Your right to terminate this Agreement remains unaffected.

18.8 Unless specified otherwise, any notices or other communications to Members permitted or required under this Agreement, will be provided electronically and given by Screen Stars via email, Screen Stars Platform notification, or messaging service (including text message, SMS and WeChat).

18.9 If you have any questions about these Terms please email us at tos@ScreenStars.com.

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