



EVERLY NANNIES
exceptional care, exclusively yours

TERMS OF SERVICE

Effective Date: 09/29/25

Last Updated: 09/29/25

IMPORTANT NOTICE

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING OUR SERVICES. BY ACCESSING OR USING EVERLY NANNIES' SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE OUR SERVICES.

1. ACCEPTANCE OF TERMS

These Terms of Service ("Terms") constitute a legally binding agreement between you ("User," "you," or "your") and Everly Nannies ("Agency," "we," "us," or "our"), a [LLC/Corporation/etc.] organized under the laws of the State of Ohio.

By registering for, accessing, or using our nanny placement services, whether through our website, mobile application, or in-person consultations, you acknowledge that you have read, understood, and agree to be bound by these Terms and our Privacy Policy.

2. DESCRIPTION OF SERVICES

2.1 Services Provided

Everly Nannies is a nanny placement and referral service. We provide the following services:

- Pre-screening and background verification of nanny candidates



EVERLY NANNIES
exceptional care, exclusively yours

- Matching families with qualified nanny candidates
- Interview coordination and scheduling
- Reference checking services
- Educational Consulting for children's growth and developmental needs
- Sitter pool for on call needs

2.2 Services NOT Provided

IMPORTANT: Everly Nannies is NOT:

- An employer of the nannies we refer
- A childcare provider
- A guarantor of any nanny's performance, conduct, or suitability
- Responsible for supervising or controlling the work of any nanny
- A party to the employment relationship between families and nannies

The family who hires a nanny becomes the legal employer with all attendant responsibilities, including but not limited to payroll, taxes, insurance, and compliance with federal, state, and local employment laws.

3. ELIGIBILITY

To use our services, you must:

- Be at least 18 years of age
- Have the legal capacity to enter into a binding contract
- Reside in or seek services within our service area
- Provide accurate and complete registration information
- Comply with all applicable laws and regulations

For nanny candidates, you must also:

- Be legally authorized to work in the United States
- Possess any required licenses, certifications, or credentials
- Pass our background check and screening process

4. USER REGISTRATION AND ACCOUNTS



EVERLY NANNIES
exceptional care, exclusively yours

4.1 Account Creation

To access certain services, you must create an account and provide accurate, current, and complete information. You agree to:

- Maintain the confidentiality of your account credentials
- Notify us immediately of any unauthorized use of your account
- Accept responsibility for all activities that occur under your account
- Provide truthful and accurate information at all times

4.2 Account Termination

We reserve the right to suspend or terminate your account at any time, with or without notice, if:

- You violate these Terms
- You provide false or misleading information
- Your conduct is harmful to other users or our business
- We are required to do so by law

5. FEES AND PAYMENT

5.1 Placement Fees

For Families:

- Registration Fee: \$300.00
- Placement Fee: 15% of nanny's yearly salary
- Payment due: Upon a nanny signing a contract with a family

5.2 Payment Terms

- All fees must be paid in full online unless otherwise agreed in writing
- Payment is due Upon a nanny signing a contract with a family
- Late payments may incur a fee of 3% per month
- Returned checks or failed electronic payments will incur a \$30.00 fee

5.3 Refund Policy



EVERLY NANNIES
exceptional care, exclusively yours

Placement Guarantee:

If a nanny placement ends within 6 months of the start date due to the nanny's performance or conduct issues, we will:

- Provide a replacement candidate at no additional placement fee
- Written notice must be provided within 3 days of termination
- Termination must not be due to family's circumstances or dissatisfaction unrelated to nanny's performance
- Family must have complied with all terms of the employment agreement
- Registration fees are non-refundable under all circumstances

5.4 No Refunds

- We do not offer refunds for any reason.

6. BACKGROUND CHECKS AND SCREENING

6.1 Screening Process

We conduct the following screenings on nanny candidates:

- Criminal background checks
- Reference verification
- Employment history verification
- Social Media screen
- Driving record checks
- Drug screen when requested by parent

6.2 Limitations of Screening

IMPORTANT DISCLAIMER:

While we make reasonable efforts to screen candidates, we cannot and do not guarantee:

- The accuracy or completeness of background check information



EVERLY NANNIES
exceptional care, exclusively yours

- That all relevant information will be discovered
- That a candidate is suitable for your specific needs
- That criminal or problematic behavior will not occur in the future

Background checks have inherent limitations, including:

- Records may be incomplete, outdated, or contain errors
- Not all jurisdictions report to national databases
- Some offenses may be sealed, expunged, or unreported
- Past behavior does not guarantee future conduct

6.3 Family Responsibility

Families are strongly encouraged to:

- Conduct their own independent background checks
- Verify all credentials, references, and certifications
- Conduct thorough interviews
- Implement a trial period
- Trust their own judgment and instincts

6.4 Consent to Background Checks

By using our services, nanny candidates consent to:

- Background checks and screening procedures
- Disclosure of screening results to potential employers
- Verification of credentials, employment history, and references

7. FAMILY OBLIGATIONS

7.1 As the Employer

When you hire a nanny through our service, you become the legal employer and are solely responsible for:

Legal Compliance:



EVERLY NANNIES
exceptional care, exclusively yours

- Complying with all federal, state, and local employment laws
- Obtaining an Employer Identification Number (EIN)
- Verifying work authorization (Form I-9)
- Withholding and paying employment taxes (Social Security, Medicare, Federal/State income tax)
- Filing required tax forms (W-2, Schedule H, etc.)
- Complying with minimum wage and overtime laws (FLSA)
- Providing workers' compensation insurance as required by Ohio law
- Complying with OSHA safety requirements
- Following anti-discrimination laws (Title VII, ADA, etc.)

Employment Relationship:

- Establishing clear job duties, hours, and compensation
- Creating a written employment agreement
- Providing necessary supplies, equipment, and working conditions
- Managing day-to-day supervision and direction
- Handling performance issues and termination
- Maintaining required employment records

Safety and Wellbeing:

- Ensuring a safe work environment
- Providing clear emergency procedures
- Supervising the nanny-child relationship as appropriate

7.2 Accurate Information

Families must provide:

- Truthful information about household needs and expectations
- Accurate details about children (ages, special needs, behavior)
- Honest disclosure of household conditions
- Clear communication of job requirements

7.3 Prohibited Conduct

Families may not:



EVERLY NANNIES
exceptional care, exclusively yours

- Discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any other protected class
- Request illegal or unethical conduct from nannies
- Fail to pay agreed-upon wages
- Create unsafe working conditions
- Harass or mistreat nannies

8. NANNY OBLIGATIONS

8.1 Professional Conduct

Nannies must:

- Provide truthful and accurate information about qualifications, experience, and background
- Maintain all required certifications (CPR, First Aid, etc.)
- Conduct themselves professionally at all times
- Follow family rules and instructions
- Prioritize child safety and wellbeing
- Maintain confidentiality regarding family information

8.2 Prohibited Conduct

Nannies may not:

- Provide false information or credentials
- Engage in any form of abuse, neglect, or inappropriate conduct with children
- Work under the influence of drugs or alcohol
- Bring unauthorized persons to the family's home
- Use family property without permission
- Share confidential family information

8.3 Ongoing Requirements

Nannies agree to:

- Notify us of any changes in work authorization, criminal history, or relevant circumstances



EVERLY NANNIES
exceptional care, exclusively yours

- Maintain current certifications and required credentials
- Participate in continuing education as agreed

9. THE MATCHING PROCESS

9.1 No Guarantee of Placement

We do not guarantee:

- That we will find a suitable match for any family or nanny
- A specific timeline for placement
- That any candidate presented will accept a position
- That families will extend job offers to candidates we present

9.2 Family's Right to Select

Families have complete discretion to:

- Interview or decline to interview any candidate
- Accept or reject any candidate for any lawful reason
- Conduct additional screening or verification
- Take as much time as needed to make a decision

9.3 Nanny's Right to Select

Nannies have complete discretion to:

- Accept or decline interview opportunities
- Negotiate employment terms directly with families
- Accept or reject job offers
- Withdraw from consideration at any time before accepting employment

10. LIMITATION OF LIABILITY

10.1 Maximum Liability



EVERLY NANNIES
exceptional care, exclusively yours

TO THE FULLEST EXTENT PERMITTED BY LAW, EVERLY NANNIES' TOTAL LIABILITY TO YOU FOR ANY CLAIMS ARISING FROM OR RELATED TO THESE TERMS OR OUR SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES YOU PAID TO US IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

10.2 No Liability For

WE ARE NOT LIABLE FOR ANY:

Employment-Related Issues:

- Injuries, accidents, or incidents occurring during employment
- Employment disputes between families and nannies
- Wrongful termination claims
- Wage and hour violations
- Discrimination or harassment claims
- Workers' compensation claims

Nanny Conduct:

- Criminal acts, negligence, or misconduct by nannies
- Abuse, neglect, or harm to children or property
- Theft, fraud, or dishonesty
- Breach of employment agreements
- Violation of family rules or policies

Family Conduct:

- Failure to comply with employment laws
- Non-payment of wages or benefits
- Discrimination or harassment
- Unsafe working conditions
- Breach of employment agreements



EVERLY NANNIES
exceptional care, exclusively yours

Information Accuracy:

- Errors, omissions, or inaccuracies in information provided by users
- False credentials or misrepresentations by candidates
- Incomplete or outdated background check results

Third-Party Actions:

- Actions of third-party background check providers
- Government database errors or omissions
- Reference providers' statements or omissions

10.3 Consequential Damages

IN NO EVENT SHALL EVERLY NANNIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST DATA, EMOTIONAL DISTRESS, OR PERSONAL INJURY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. DISCLAIMER OF WARRANTIES

11.1 "AS IS" Services

OUR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO:

- Warranties of merchantability
- Fitness for a particular purpose



EVERLY NANNIES
exceptional care, exclusively yours

- Non-infringement
- Accuracy, reliability, or completeness of information
- Uninterrupted or error-free service

11.2 No Employment Guarantees

WE DO NOT WARRANT OR GUARANTEE:

- The quality, suitability, or performance of any nanny
- That any nanny will be hired or remain employed
- That any match will be successful or satisfactory
- That employment relationships will last any specific duration
- That users will be satisfied with our services

11.3 No Legal or Professional Advice

Information provided by Everly Nannies does not constitute:

- Legal advice regarding employment law or tax obligations
- Medical or safety recommendations
- Guarantees regarding specific outcomes

Users should consult with appropriate professionals (attorneys, accountants, pediatricians, etc.) for specific advice.

12. INDEMNIFICATION

12.1 User Indemnification

You agree to indemnify, defend, and hold harmless Everly Nannies, its owners, officers, employees, agents, and affiliates from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising from or relating to:



EVERLY NANNIES
exceptional care, exclusively yours

For Families:

- Your employment relationship with any nanny
- Your failure to comply with employment, tax, or other laws
- Your treatment of or conduct toward any nanny
- Injuries or damages occurring in your home or under your supervision
- Your violation of these Terms
- Your breach of any employment agreement

For Nannies:

- Your conduct while employed or seeking employment
- Your provision of false or misleading information
- Your treatment of or conduct toward children or family members
- Any injuries, damages, or losses caused by your actions or omissions
- Your violation of these Terms
- Your breach of any employment agreement

For All Users:

- Your violation of any third party's rights, including intellectual property rights
- Your violation of any applicable law or regulation
- Any content or information you provide to us or other users

12.2 Defense of Claims

We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate with our defense of such claims.

13. INTELLECTUAL PROPERTY

13.1 Our Property

All content, materials, features, and functionality on our website and in our services, including but not limited to:

- Text, graphics, logos, images, and photographs
- Software, code, and databases



EVERLY NANNIES
exceptional care, exclusively yours

- Trademarks, service marks, and trade names
- Forms, templates, and documents
- Proprietary matching algorithms or processes

are owned by Everly Nannies and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

13.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use our services for your personal, non-commercial use, subject to these Terms.

You may not:

- Copy, modify, distribute, sell, or lease any part of our services
- Reverse engineer or attempt to extract source code
- Remove or alter any copyright, trademark, or other proprietary notices
- Use our content or materials for commercial purposes without written permission
- Frame or mirror any content on another website

13.3 User Content

You retain ownership of any information, data, or content you provide to us ("User Content"). By providing User Content, you grant us a worldwide, non-exclusive, royalty-free license to use, copy, store, and process such content solely for the purpose of providing our services.

You represent and warrant that:

- You own or have the right to provide all User Content
- User Content does not violate any third party's rights
- User Content is accurate and not misleading

15. DISPUTE RESOLUTION

15.1 Governing Law



EVERLY NANNIES
exceptional care, exclusively yours

These Terms shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of law provisions.

15.2 Venue

Any legal action or proceeding arising out of or relating to these Terms shall be brought exclusively in the state or federal courts located in Cuyahoga County, Ohio, and you consent to the personal jurisdiction of such courts.

15.3 Arbitration

Any dispute, claim, or controversy arising out of or relating to these Terms or our services shall be resolved through binding arbitration administered by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules.

Arbitration Terms:

- Arbitration shall take place in Westlake, Ohio
- The arbitrator's decision shall be final and binding
- Each party shall bear its own costs and attorneys' fees
- The arbitrator may award the same remedies as a court

Exceptions to Arbitration:

- Small claims court matters (under \$10,000)
- Injunctive or equitable relief necessary to protect intellectual property

15.5 Informal Resolution

Before initiating formal dispute resolution, you agree to first contact us at info@everlynannies.com to attempt to resolve the dispute informally.

16. TERMINATION

16.1 Termination by You

You may terminate your account at any time by:



EVERLY NANNIES
exceptional care, exclusively yours

- Providing written notice to info@everlynannies.com
- Ceasing use of our services
- Following account closure procedures on our website

Termination does not relieve you of obligations for fees already incurred or any liability arising before termination.

16.2 Termination by Us

We may suspend or terminate your access to our services immediately, without prior notice or liability, for any reason, including but not limited to:

- Breach of these Terms
- Provision of false or misleading information
- Fraudulent or illegal activity
- Conduct harmful to our business or other users
- Non-payment of fees
- Request by law enforcement or government agency

16.3 Effect of Termination

Upon termination:

- Your right to access and use our services immediately ceases
- We may delete your account and User Content
- You remain liable for any unpaid fees or obligations
- Sections of these Terms that by their nature should survive (including indemnification, limitation of liability, and dispute resolution) shall survive termination

17. MODIFICATIONS TO TERMS

17.1 Right to Modify

We reserve the right to modify these Terms at any time. When we make changes, we will:

- Update the "Last Updated" date at the top of these Terms



EVERLY NANNIES
exceptional care, exclusively yours

- Post the revised Terms on our website

17.2 Acceptance of Changes

Your continued use of our services after the effective date of revised Terms constitutes your acceptance of the changes. If you do not agree to the revised Terms, you must stop using our services.

17.3 Material Changes

For material changes that significantly affect your rights or obligations, we will provide at least 30 days' notice before the changes take effect.

18. GENERAL PROVISIONS

18.1 Entire Agreement

These Terms, together with our Privacy Policy and any other written agreements between you and Everly Nannies, constitute the entire agreement between you and us regarding our services and supersede all prior agreements and understandings.

18.2 Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable.

18.3 Waiver

Our failure to enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. Any waiver must be in writing and signed by an authorized representative of Everly Nannies.

18.4 Assignment



EVERLY NANNIES
exceptional care, exclusively yours

You may not assign or transfer these Terms or any rights or obligations hereunder without our prior written consent. We may assign these Terms or delegate our obligations without restriction.

18.5 No Agency Relationship

Nothing in these Terms creates a partnership, joint venture, employment, or agency relationship between you and Everly Nannies. Neither party has authority to bind the other or incur obligations on the other's behalf.

18.6 Force Majeure

We shall not be liable for any failure or delay in performance due to circumstances beyond our reasonable control, including but not limited to acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, pandemics, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials.

18.7 Notices

All notices under these Terms shall be in writing and delivered to:

Everly Nannies

P.O. Box 45136

Westlake, OH 44145

Email: info@everlynannies.com, Phone: 216-202-4413

Notices to you will be sent to the email address or physical address associated with your account.

18.8 Headings

The headings and section titles in these Terms are for convenience only and have no legal or contractual effect.

18.9 Electronic Communications



EVERLY NANNIES
exceptional care, exclusively yours

You consent to receive communications from us electronically, including via email or posted notices on our website. You agree that all agreements, notices, disclosures, and other communications we provide electronically satisfy any legal requirement that such communications be in writing.

19. CONTACT INFORMATION

If you have questions about these Terms, please contact us:

Everly Nannies

Address: P.O. Box 45136, Westlake, OH 44145

Email: info@everlynannies.com

Phone: 216-202-4413

Website: www.everlynannies.com

20. ACKNOWLEDGMENT

BY CLICKING "I AGREE," REGISTERING FOR AN ACCOUNT, OR USING OUR SERVICES, YOU ACKNOWLEDGE THAT:

You have read and understood these Terms of Service

You agree to be bound by these Terms

You understand that Everly Nannies is a referral service, not an employer

You accept the limitations of liability and disclaimers of warranties

You agree to indemnify Everly Nannies as described herein

You understand your obligations under these Terms

THESE TERMS CONTAIN IMPORTANT LIMITATIONS ON EVERLY NANNIES' LIABILITY. PLEASE READ THEM CAREFULLY.