

# Terms of Service

Dear Minor Chores User,

It is my pleasure to welcome you to the Minor Chores App. Below are a few key notes to review from our founder that pertain to the terms, risks, and liabilities you accept when using the Minor Chores platform.

Parents,

First, imagine if Minor Chores wasn't an app. Would you allow your child to start a neighborhood business? Do they already have a neighborhood business? Many parents, mine included, tell me that Minor Chores is the safest way for parents to manage and oversee their child's entrepreneurial journey. Minor Chores gives parents full control and these terms state that parents understand the risks and liabilities as any would have to do if their kid started a neighborhood business outside of using Minor Chores. Safety is our utmost concern for children whose parents have subscribed. Please be sure you take time to understand how to use the parental controls as those essentially make you the owner/manager of your child's business.

All Users,

The Golden Rule – Treat others as one wants to be treated. Be kind and respectful to others while using the platform. This is a simple rule we ask all our users to follow and by doing so the world will be a better place!

Minor Chores is a marketplace, not an employer. We recommend all chore customers and parents meet prior to a minor accepting a job to be sure each party understands the expectations, risks and liabilities of the chores being done. If one party is uncomfortable, please politely decline the job.

Please feel free to reach out if you have any questions about the Terms of Service or Privacy Notice. We look forward to having you help us create a better world as we modernize neighborhood entrepreneurship together through Minor Chores!

Best Regards,

Mitch Thiem  
Founder & CEO  
Minor Chores

Effective Date: [July 8<sup>th</sup>, 2023]

These are the Terms of Service for Minor Chores LLC (“**Minor Chores**”). These Terms apply when you visit our website at minorchores.com (our “**website**” or “**platform**”), download our app, interact with us, or use any and all of our products and services (collectively, our “**services**”). These Terms and the [Privacy Notice](#) constitute the entire, binding agreement between you and Minor Chores, whether you access it from our website, our mobile applications, or any other access point we make available to you. If you are a minor, please have a parent or guardian review these terms with you.

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## Use of Our Platform and Services

You are responsible for your use of our services and any resulting consequences. Parents and guardians are responsible for their minors’ use of our services. You may use our services only in compliance with these Terms and all applicable laws. Your use of the website and/or services constitutes your acceptance of these Terms and our Privacy Notice.

By accepting the Terms through your use of the website or our services, you certify that you are either (i) 18 years of age or older or (ii) you are using the services with parental consent, under the supervision of a parent or legal guardian that will be bound to these Terms on your behalf.

If you are a parent or legal guardian, and you allow your child to use our services, these Terms apply to you. You are responsible for your child’s activity on the services.

When using certain services, you may be subject to any additional terms applicable to such services that may be posted on our websites or otherwise made available from time to time.

### **Relationship of the Parties**

Minor Chores is a two-sided marketplace platform that connects Chores Customers and Service Providers known as Entrepreneurs. Chore Customers are free users while Entrepreneurs pay an annual subscription to use the platform. Entrepreneurs operate as independent businesses employed by Chore Customers.

ENTREPRENEURS ARE NOT EMPLOYEES, PARTNERS, REPRESENTATIVES, AGENTS, JOINT VENTURERS, OR FRANCHISEES OF MINOR CHORES. MINOR CHORES PROVIDES THE PLATFORM ONLY. MINOR CHORES DOES NOT FUNCTION AS A CHORE SERVICE. ALL WORK IS PROVIDED BY INDEPENDENT THIRD PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY MINOR CHORES.

USERS ACKNOWLEDGE THAT MINOR CHORES DOES NOT SUPERVISE OR CONTROL ANY WORK DONE BY ENTREPRENEURS FOR CHORE CUSTOMERS. MINOR CHORES EXPRESSLY DISCLAIMS ANY LIABILITY OF RESPONSIBILITY FOR ANY AND ALL ACTIONS OR WORK OF THE ENTREPRENEURS.

Minor Chores is not responsible for the Entrepreneurs. Minor Chores has no control over the work of the Entrepreneurs and makes no representations or warranties about the chores completed by Entrepreneurs. Entrepreneurs and/or Chore Customers provide any and all tools or materials for their services. Minor Chores does not provide anything in relation to the completion of the services, except virtual business resources that guide Entrepreneurs through creating a successful business, including business articles and hand-outs.

If you have concerns over the work completed by an Entrepreneur, you should contact them directly on our platform or leave a review on the app. You may also contact Minor Chores through the contact forms on our website ([www.minorchores.com](http://www.minorchores.com)).

### **Your Representations & Warranties to Minor Chores**

By using our services, you represent, warrant, and agree:

1. You meet all age and eligibility requirements expressed in these Terms;
2. You will only use our services for lawful purposes, and will not use our services for sending, storing, or distributing any unlawful material or for fraudulent purposes;
3. You will not use our services to cause nuisance, annoyance or inconvenience;
4. You will not impair or harm the proper operation of our services;
5. You will not copy, or distribute any content contained within our services without written permission from Minor Chores;
6. You will only use our services for your own use and will not resell any aspect of our services to a third party;

7. You own or control all rights in and to any information or property shared with us;
8. You will provide us with whatever proof of identity we may reasonably request;
9. You have not previously been suspended or removed from our services; and
10. Your use of our services is in compliance with applicable laws and regulations.

## **Account Registration**

In order to use most aspects of the Services, you must register for and maintain a user account (“**Account**”). To keep our community safe, you must register with accurate information about yourself. Do not share your password, give access to your account, or transfer your account to anyone else.

If you are under 18 years of age, a parent or guardian must register you under a Minor or Minor Plus Plan and maintain your account for you. Parents or guardians will be able to create a profile for a child under age 18 by entering their name, age, and business interests. The person who creates a child’s profile will be responsible for all activity on that profile. If you are age 18 and older, you may register for either the Mentor Plan or the Chore Customer Plan.

## **Subscriptions**

Minor Chores requires Entrepreneurs (or their parents, if minors) to sign up for paid subscriptions to access our services and platform. To sign up for a subscription, you must have at least one valid credit or debit card on file at all times (a “**Payment Method**”). You can change this payment method at any time.

By signing up for a subscription, you agree that your subscription will be automatically renewed and charged to your input payment method for the renewal term. There are no refunds for any paid subscriptions.

## **Eligibility**

You may only use the Minor Chores services in compliance with these Terms and all applicable laws. You may not use our services if:

1. You do not meet the age requirements expressed in these Terms;
2. You do not agree to these Terms of Service;
3. You are not a resident of the United States or Canada;
4. Your identity has not been verified in accordance with these Terms;
5. You are subject to an applicable law, legal action or order barring you from using or accessing services including children;
6. Minor Chores has previously disabled your Account for violations of these Terms or our other policies; and/or

7. You are otherwise prohibited by applicable laws from accessing or using our services.

We reserve the right to refuse registration for, access to, or use of our services by any person, Entrepreneur, or Chore Customer at any time and for any reason.

### **Access and Conditions of Use**

You may use our website and services only for lawful purposes and in accordance with these Terms of Service. You agree not to use our websites to:

1. violate any applicable federal, state, local, or international law or regulation;
2. exploit or harm minors;
3. transmit any advertising or spam material;
4. impersonate Minor Chores or any person or entity associated with Minor Chores;
5. engage in any conduct that challenges anyone's use or enjoyment of our services.

Additionally, you agree not to:

1. use any device, software, or routine that interferes with the proper working of the websites, or introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
2. attempt to gain unauthorized access to the websites;
3. attempt to attack or interfere with the proper working of the websites.

Minor Chores reserves the right to temporarily or permanently modify or discontinue our services with or without notice. Minor Chores reserves the right to investigate and take appropriate legal action against anyone who violates these Terms, including without limitation, removing the offending content from our services, suspending or terminating the use of the websites of such violators and reporting you to the law enforcement authorities.

### **Intellectual Property**

**Service content, Software and Trademarks.** You acknowledge and agree that our services may contain content or features (“**service content**”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by Minor Chores, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on our services or any service content, in whole or in part without our express permission, except that the foregoing does not apply to your own feedback that you legally upload to our services. You may not access our services through robots, scraping tools or similar data-gathering or extraction methods.

The Minor Chores name and logos are trademarks and service marks of Minor Chores. Other company, product, and service names and logos used and displayed via our services may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to Minor Chores. All goodwill generated from the use of Minor Chores trademarks will inure to our exclusive benefit.

Subject to the above sections, users are granted a nonexclusive, nontransferable right and license to market their services with Minor Chores provided marketing materials, such as marketing literature, logos, and/or artwork, as Minor Chores may determine in its sole discretion (the "Marketing Materials"). Upon termination of this Agreement for any reason, providers will immediately cease all use of the Marketing Materials and, at Distributor's election, destroy or deliver to Company all Marketing Materials in user control or possession.

**Third-Party Material.** Under no circumstances will Minor Chores be liable in any way for any content or materials of any third parties (including Minor Chores), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that Minor Chores does not have a duty to pre-screen content, but that Minor Chores and its designees will have the right in their sole discretion to refuse or remove any content that is available via our services. This includes the right to remove any content that violates these Terms or is deemed by Minor Chores to be objectionable. You agree that you must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

**Feedback Transmitted Through Our Services.** You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, and other information about our services ("**feedback**"), provided by you to Minor Chores is non-confidential, and Minor Chores will be entitled to the unrestricted use and dissemination of this feedback for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that Minor Chores may preserve content and may also disclose feedback or content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of Minor Chores, its employees, and the public. You understand that the technical processing and transmission of our services, including your content, may involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

### **Third-Party Websites**

Our services or third parties may provide links or other access to other sites and resources on the Internet. Minor Chores has no control over such sites and resources and Minor Chores is not responsible for and does not endorse such sites and resources.

## **Communications**

As part of your use of our services, you consent to receive electronic notifications from Minor Chores. You may opt-out of receiving certain notifications in association with our services by completing the opt-out process provided in each email message. By opting-out, you understand that we may not be able to communicate certain information to you. Please note we may still contact you regarding certain services announcements or notifications even if you have opted-out from other messages.

## **Third-Party Advertising & Marketing**

Minor Chores may employ third-party advertising and marketing to deliver ads, information, and other promotions to you, both through our services and other mechanisms. By agreeing to our Terms, you agree to receive such advertising and marketing from Minor Chores and our partners. If you do not wish to receive such advertising, you may notify us at [info@minorchores.com](mailto:info@minorchores.com). Minor Chores may compile and release information regarding you and your use of our services on an anonymous basis as part of a customer profile or similar report or analysis. It is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through our services.

## **Indemnity and Release**

You agree to release, indemnify, and hold harmless Minor Chores, its affiliates, and our respective officers, employees, directors, members, and agents from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of websites, your violation of these Terms, or your violation of any rights of another.

## **Disclaimer of Warranties Related to our Services**

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Minor Chores EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

MINOR CHORES MAKES NO WARRANTY THAT (I) OUR SERVICES WILL MEET YOUR REQUIREMENTS, (II) OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS.

## **Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT MINOR CHORES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MINOR CHORES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE OUR SERVICES OR ANY CONTENT; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR CONTENT, TRANSMISSIONS, OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (V) ANY OTHER MATTER RELATING TO OUR SERVICES OR CONTENT. IN NO EVENT WILL MINOR CHORES 'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID MINOR CHORES IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED U.S. DOLLARS (US \$100). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

## **Arbitration**

At our sole election, all disputes, claims, or controversies arising out of or relating to these Terms or our services that are not resolved by mutual agreement may be resolved by binding arbitration to be conducted before the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. Notwithstanding the foregoing, Minor Chores reserves all rights to petition any court of competent jurisdiction for the entry of injunctions and orders for specific performance relating to your unauthorized use, modification, copying, distribution, transmission, display, performance, reproduction, publication, license, creation of derivative works, transfer or sale of the content of our services, breach of your confidentiality obligations, or any other violations of these Terms.

## **General**

**Modification.** We may modify these Terms at any time. We will post the changes on our website with the effective date. Your continued use of our website or our services after the date of any such changes become effective constitutes your acceptance of these Terms.



**Governing Law.** Terms will be governed by the laws of Florida without regard to conflict of law provisions. With respect to any disputes not subject to the dispute resolution procedures set forth above, you and Minor Chores agree to submit to the personal and exclusive jurisdiction of the local courts located in Palm Beach County, Florida, and the federal courts located in the United States District Court for the Southern District of Florida. Minor Chores may assign or transfer these Terms, in whole or in part, without restriction.

**No Waiver.** The failure of Minor Chores to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

**Severability.** In case any provision of these Terms is found by a court of competent jurisdiction to be invalid, the validity, legality, and enforceability of the remaining provisions will not be affected and remain in full effect. The parties agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision.

**Claim Limitations.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of the use of our services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## Contact Us

Email us at [info@minorchores.com](mailto:info@minorchores.com) or visit our website at [www.minorchores.com](http://www.minorchores.com).