

Terms & Conditions

Effective Date: August 22, 2025

These Terms & Conditions ("Terms") govern the relationship between The Nanny Standard, LLC ("Agency," "we," "our," or "us"), families seeking childcare services ("Clients"), and candidates applying for nanny or childcare positions ("Candidates"). By using our services, you agree to be bound by these Terms, along with our [Privacy Policy].

1. Services Provided

The Agency provides recruitment, screening, and referral services to assist Clients in finding suitable childcare providers. The Agency does not employ the Candidates directly; Clients are responsible for hiring, compensating, and managing the Candidate once placement is complete.

2. Eligibility

- Clients must be at least 18 years old and legally authorized to enter into contracts.
 - Candidates must be legally eligible to work in the United States and provide accurate employment and identification documentation.
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3. Confidentiality & Privacy

- The Agency treats all information shared by Clients and Candidates as confidential.
 - Personal information is collected and processed in accordance with our **Privacy Policy**, Illinois and Wisconsin state laws, and federal regulations.
 - **Mobile Opt-In Consent:** If you choose to receive SMS/text alerts, your consent information will not be shared with third parties or affiliates. You may opt out at any time.
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4. Background Checks & FCRA Compliance

- Candidates may be subject to background checks, reference verification, and credential validation.
 - Background checks will only be conducted with the Candidate's written consent.
 - The Agency complies with the **Fair Credit Reporting Act (FCRA)** and will provide required disclosures, reports, and notices if an adverse action is considered.
 - Clients acknowledge that background information is provided "as is" from third-party providers, and the Agency cannot guarantee its completeness or accuracy.
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5. Payment & Fees

- Clients agree to pay placement fees and service charges as outlined in their service agreement with the Agency.
 - All payments are processed securely through **PCI DSS-compliant** systems.
 - Fees are non-refundable unless otherwise stated in the Client's service agreement.
 - The Agency reserves the right to suspend or terminate services for non-payment.
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6. Responsibilities of Clients

- Clients are solely responsible for the direct employment relationship with the Candidate, including wages, benefits, tax withholdings, insurance, and compliance with federal, state, and local labor laws.
 - Clients must provide a safe and lawful working environment.
 - The Agency is not responsible for any disputes, injuries, or damages arising from the employment relationship between Client and Candidate.
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7. Responsibilities of Candidates

- Candidates must provide truthful and accurate information during the application process.
 - Candidates are responsible for maintaining proper work authorization in the United States.
 - Candidates must uphold professional standards, including maintaining confidentiality of any family information received during interviews or employment.
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8. Limitation of Liability

- The Agency acts solely as an intermediary between Clients and Candidates and does not guarantee a successful placement, length of employment, or the performance of any Candidate.
 - To the maximum extent permitted by law, the Agency is not liable for any damages, losses, or disputes arising out of the employment relationship between Clients and Candidates.
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9. Compliance with State Laws

- **Illinois:** The Agency complies with the Illinois Personal Information Protection Act (PIPA) regarding safeguarding and notification of breaches involving personal data.
 - **Wisconsin:** The Agency complies with the Wisconsin Data Privacy Act (WDPA) privacy and consumer protection law relating to data security and breach notification.
 - Clients and Candidates are responsible for complying with employment, labor, and tax laws in their respective states.
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10. Termination of Services

- The Agency reserves the right to refuse service, terminate a placement process, or suspend access to services at its sole discretion if these Terms are violated.
 - Clients and Candidates may discontinue use of services at any time, subject to applicable contractual or financial obligations.
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11. Dispute Resolution

- In the event of a dispute, parties agree to first attempt resolution through informal discussions.
 - If unresolved, disputes will be handled through mediation or arbitration in the state where the Agency is headquartered, unless prohibited by law.
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12. Governing Law

These Terms are governed by the laws of the **State of Illinois** and, where applicable, the **State of Wisconsin**, without regard to conflict of law provisions.

13. Updates to Terms

The Agency may update these Terms from time to time. Updates will be posted on our website with a revised effective date. Continued use of services constitutes acceptance of the updated Terms.

14. Contact Us

For questions regarding these Terms, please contact:

The Nanny Standard, LLC
UPS POSTAL MAILBOX
ADDRESS

contact@nannystandard.com
PHONE NUMBER TBD