**Terms of Use**

1. **Agreement to these Terms**

Effective date: April 4, 2019 [NTD: Update date once finalized]

These Terms of Use (the “**Terms**”) set forth the terms and conditions under which Users (“**you**”) may use the Hire and Fire Your Kids mobile and web-based applications (the “**App(s)**”), enter the Employee of the Month contest (the “**Contest**”), as well as the website www.hireandfireyourkids.com (the **“Website”**), collectively, the "**Service(s)**".

The Services are owned by Jody Swain o/a Hire and Fire your Kids (“**HFK**” "**us**", "**we**", or "**our**"). We operate the Services and provide it for use subject to compliance with these Terms.

Please read these Terms carefully before using the Services. By using the Services, you hereby represent, warrant, understand, agree to and accept these Terms in their entirety whether or not you register to use the Services.

These Terms include the HFK Privacy Policy, which is hereby incorporated herein. If you object to anything in these Terms or the Privacy Policy do not use the Services.

1. **Definitions**

For purposes of these Terms:

**“HFK Content”** means all content that HFK makes available through the App, Contest or Website, including any content licensed to HFK from a third party.

**“Family Account”** means the account registered to a First Profile containing a name, email address and phone number and may contain a number of associated Family Member Profiles.

**“Family Member Profile”** means any User profile created by a First Profile in connection with a Family Account, and may include parents, children, aunts, uncles, grandparents, nannies, etc.

**“First Profile”** means any parent or guardian who registers a Family Account.

“**User(s)**” shall mean an individual who uses the Services, whether they have a Family Account and/or Family Member Profile or not and, which in the case of minors, includes their parent or guardian.

1. **Changes to these Terms**

These Terms, including the Privacy Policy, are subject to change and may be updated by HFK from time to time. We will notify you of any changes by posting the new Terms on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "effective date" at the top of these Terms.

You are advised to review the Terms periodically for any changes. Changes to these Terms are effective when they are posted on this page.

Any use of the Services after the effective date will constitute as acceptance of such changes.

1. **About Our Services**

HFK offers Services to help its Users manage household activities and children’s behaviour, such as relating to chores, personal hygiene and manners by:

* Providing a platform to clearly communicate family values and expectations and facilitate communication amongst family members
* Tracking and assigning household activities and the completion of chore and personal hygiene-related tasks
* Rewarding Users for adhering to family values, meeting expectations and completing tasks related to household activities
* Establishing consequences for not adhering to family values, meeting expectations and completing tasks related to household activities
* Administering a contest to recognize and reward Users that have adhered to family values, met expectations and completed tasks related to household activities

1. **Employee of the Month Contest Rules (the “Rules”)**

**Contest Period**

* The Employee of the Month contest (the **“Contest”**) is sponsored by HFK and begins monthly on the first day of a month at 12:00:01 AM Eastern Time and ends at 11:59:59 PM Eastern Time on the last day of that month (the **“Contest Period”**). In each year, there are 12 Contest Periods.

**Winner Eligibility**

* To be eligible to win, a person must be a resident of Canada, excluding the Province of Quebec, and the entry must be submitted by an individual who has reached the age of majority at the time of entry in the jurisdiction in which he/she resides and who is the parent or guardian of the entrant.
* Further, the entrant may not be an employee of HFK, or a member of any such employee’s immediate family, regardless of where they live, or a person with whom they are domiciled, whether related to the employee or not, agent or representative of HFK, its affiliated companies or agent, or their respective advertising or promotional agencies. Immediate family includes mother, father, brothers, sisters, sons, daughters, partner and/or spouse.

**How to Enter**

* No purchase is necessary to enter the contest.
* By entering the Contest, you understand that you are providing your information to HFK for the purpose of the administration of the Contest in accordance with HFK’s Privacy Policy.
* You also represent and warrant that upon entering the Contest you have reached the age of majority and you are the parent or guardian of the entrant.
* Only one entry per person is permitted for each Contest Period.
* In the event it is discovered that you attempted or entered more than one entry, then all of your entries may be void.
* By entering the Contest, entrants accept and agree to be bound by the Rules set out herein, and accept the decisions of HFK as binding, without right of appeal, in all respects, including without limitation, as to eligibility and/or disqualification of entries.
* Entries that are incomplete, irregular, have been submitted through illicit means, or do not conform to or satisfy the Rules shall be disqualified. HFK reserves the right to disqualify any entry without notice and without explanation.
* Entry can only be completed online by visiting [www.hireandfireyourkids.com](http://www.hireandfireyourkids.com). Entrants must provide:
  + Full name of parent or guardian
  + Parent or guardian email address
  + Name or nickname, age and hometown of the entrant
  + Answer to a skill testing question

**Prizes**

* There is one prize randomly drawn for each Contest Period for all of Canada, except Quebec. The odds of winning a prize is dependant on the number of entries submitted in any given Contest Period. There are 12 Contest Periods in a year.
* Each prize consists of being acknowledged as the Contest Period’s Employee of the Month on HFK’s Website, along with the entrant’s name or nickname, age and hometown. Further, the winner will be provided with a prize, such as a water bottle or hat, with a retail value of approximately $20 Canadian Dollars.
* Prizes must be accepted as awarded and are not transferable. No substitutions will be provided except at HFK’s discretion.
* HFK reserves the right, in its sole and absolute discretion, to substitute the prize, or a component thereof, with a prize of equal value.

**Winner Selection Process**

* Within five business days after the close of a Contest Period, HFK will randomly draw amongst all eligible entries received one selected entrant (the **“Winner”**).
* The Winner’s parent or guardian will be notified by email no more than ten business days after the close of the Contest Period.
* Before declaring a Winner and providing the prize to the Winner, the parent or guardian of the Winner must sign a contest release.
* In the event that the parent or guardian of the Winner does not return the contest release within three business days of being notified that the entrant has been selected as the winner, HFK reserves the right, in its sole and absolute discretion, to select an alternate eligible entry.

**Contest Conditions**

* By participating in the Contest, each entrant and Winner agrees to abide by these Rules and the decisions of HFK with respect to all aspects of the Contest.
* All entries become the property of the HFK upon receipt and will not be returned. HFK reserves the right, at its sole discretion, to disqualify any individual, and all of his or her entries, who tampers with the entry process.
* HFK accepts no responsibility for loss, damage, or claims caused by or resulting from the Contest or any prize. By participating and accepting a prize, the Winner’s parent or guardian consents to the use and disclosure of the Winner’s name or nickname, age and hometown without further renumeration or notice.
* HFK will not be liable for any failure of the Website and does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, as well as interruption, deletion, defect or failure of any telephone or computer lines or networks, computer equipment, software or any combination thereof.
* HFK, its advertising and promotional agencies, their employees, directors, officers, affiliates, agents and representatives are not liable for, and shall be automatically void and not eligible for the prizes:
  + Late, lost, delayed, not received, damaged, misdirected, incomplete, stolen, fraudulent or illegible entries;
  + Failure to receive entries due to transmission failures, busy signals, traffic congestion on the Internet or on the Website, malfunctioning of any network, servers, access providers, hardware or software, whether originating with the sender or recipient; or
  + Any injury or damage to entrant’s or any other person’s computer related to are resulting from participation or downloading any materials in this Contest and breaches of privacy due to interference by third party computer hackers.
* Entries are subject to verification by HFK. Information provided at entry that do not satisfy the entry requirements or that have been tampered with or altered are void.
* In the event of a dispute regarding who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned an email address by an internet provider, online service provider, or other organization (for example, business, educational institute, etc.).
* The parent or guardian of the Winner may be required to provide proof that he or she is the authorized account holder of the email address associated with the selected entry.
* HFK reserves the right to terminate or amend the Contest at any times and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest in not capable of running as originally planned, HFK reserved the right to cancel the Contest.
* HFK shall not be held responsible for any problems, errors, or negligence that may arise or occur in connection with the Contest.
* No correspondence will be entered into except with the elected entrants.
* The Contest is subject to all applicable federal, provisional and municipal laws.

1. **Eligibility to Use the App**

Anyone can register a Family Account; however, all Users will be immediately directed to creating a First Profile, which must be completed by a parent or guardian. This First Profile, operated by a parent or guardian, controls any edits or upgrades to a Family Account. This profile is also responsible for managing and creating new profiles for other family members. By registering a Family Account and creating a first profile as a parent or guardian, you represent and warrant that you are over the age of majority and are consenting to use of the Service by any minors for whom a profile has been created.

If you are a minor and would like to participate in the Services, your parent or guardian may register a Family Account and open a profile on your behalf.

1. **Your App Account**

All Family Accounts must be managed by at least one parent or guardian on behalf of a single, family unit. Each Family Member Profile associated with a Family Account may only be linked to a single, individual User. You are responsible for providing accurate, current and complete information in connection with your Family Account and any associated Family Member Profiles. Individual Users must not share Family Account and/or Family Member Profile credentials with others, except their parent or guardian, as applicable. The individual User associated with each Family Member Profile, and/or parent or guardian, as applicable, shall be held responsible for all actions taken through the Family Account. You may not assign or otherwise transfer your Family Account and/or Family Member Profile to any other person or entity.

You may only use your Family Account and Family Member Profile for yourself and your children, other family members, and/or individuals for whom you are otherwise the guardian.

1. **Termination of Accounts and Access to the App**

For the purpose of Sections 8 and 9, **“User Content”** is herein defined as any communications, images, and data that Users upload and/or transmit through the Services.

Should HFK determine that you are not eligible to use the Services, have violated any of these Terms, and/or have mis-used or mis-appropriated any HFK Content, HFK reserves the right, at its sole discretion, to immediately terminate your access to all or part of the Services, disable your Family Account and/or Family Member Profile, and/or remove any User Content without notice.

In any event, HFK also reserves the right, in its sole discretion, to immediately terminate your access to all or part of the Services, disable your Family Account and/or Family Member Profile, and/or remove any User Content for any reason or no reason, without notice. If we terminate your access to all or part of the Services, disable your Family Account and/or Family Member Profile, and/or remove any User Content, we have no obligation to notify you of the reason, if any, for your termination.

Following any termination of any User’s access to the Services, HFK reserves the right, but is in no way obligated, to terminate the Family Account and/or Family Member Profile of other Users with whom we believe the terminated User has corresponded.

1. **Rules for User Conduct**

Use of the Services must comply with these Terms and must be lawful. To the extent that Users’ conduct, as judged by us in our sole discretion, does not comply, including by restricting or inhibiting other Users’ enjoyment of the Services, we may immediately terminate your access to all or part of the Services, disable your Family Account and/or Family Member Profile, remove any User Content, and/or seek other remedies.

While using our Services, Users agree, represent and warrant as follows:

* Users are solely responsible for any User Content and agree to take reasonable precautions in all communications and interactions with other Users of the Service;
* Users will not upload and/or transmit any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive, or illegal material, or any material that infringes or violates another party’s rights, or advocate, promote or assist any unlawful act or give the impression that any User Content emanates from HFK, where this is not the case;
* Users will not provide inaccurate, misleading, defamatory or false information to HFK or to any other Users of the Service. Without limiting the foregoing, Users represent and warrant to us that the User has the right and authority to upload and/or transmit all User Content including, without limitation, that you have authorization from a parent or guardian of any minor who is the subject of any User Content; and
* Users understand and agree that HFK may, in its sole discretion, review and delete any User Content, in each case in whole or in part, that in the sole judgment of HFK violates these Terms or which HFK determines in its sole discretion might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users of the Services.

By using the Services, Users agree that you will not under any circumstances:

* Circumvent or manipulate our fee structure, the billing process, or fees owed to HFK;
* Distribute viruses, harmful code, phishing scams, or any other harmful content or technologies, or otherwise take any actions that do or are intended to harm HFK, the Services, or any Users or third parties, or their interests or property;
* Harvest or otherwise collect information about Users, including email addresses;
* Upload and/or transmit inappropriate User Content or User Content that is not related to the Services;
* Use the Services, User Content or any information contained therein in any way that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable and offensive;
* Use the Services for any unlawful purpose, for any purpose not expressly intended by HFK or for the promotion of illegal activities;
* Attempt to, or harass, abuse or harm another person, User, or group;
* Use another User’s Family Account and/or Family Member Profile;
* Provide false or inaccurate information when registering a Family Account and/or Family Member Profile, using the Services or communicating with other Users;
* Attempt to open a new Family Account and/or Family Member Profile with HFK if it was terminated for any or no reason;
* Interfere or attempt to interfere with the proper functioning of HFK and/or the Services;
* Make any automated use of the Services, or take any action that we deem to impose or to potentially impose an unreasonable or disproportionately large load on our servers or network infrastructure;
* Bypass any measures we take to restrict access to the Services or use any software, technology, or device to scrape, spider, or crawl the Services or harvest or manipulate data; and
* Publish or link to malicious content intended to damage or disrupt another User’s browser or device.

1. **Your License to the Services**

Subject to your compliance with these Terms, HFK grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable licence, to access, view and use any HFK Content solely for the purpose of the Services. You have no right to sub-license the rights granted in this section.

1. **HFK’s Intellectual Property**

All rights, title and interest in and to the Services and underlying computer programs and software, including, including but not limited to all copyright, trademark, industrial design, patent, trade secrets and all other intellectual property rights, whether registered or unregistered anywhere in the world (the **“Intellectual Property”**), are owned by HFK and/or our licensors. HFK and/or our licensors reserve all rights, title and interest in and to the Intellectual Property.

HIRE AND FIRE YOUR KIDS, the HIRE AND FIRE YOUR KIDS design marks and the related words and logos are our trademarks or trade names. Nothing in these Terms or within the Services should be construed as granting any license or right for you to use any such marks or names in any way. We expressly reserve all our trademark rights.

The Service, including, but not limited to, any text, images, photographs, graphics and any other materials, the arrangement of the foregoing, the look and feel of the Service, and the computer programs and software for the Service are protected by copyright. HFK either owns the copyright in and to the Service, the arrangement of the Service, the look and feel of the Service, and the computer programs and software for the Service, or has acquired the appropriate licenses, assignments or permissions to use them. HFK hereby expressly reserves all copyright in and to the Service, the arrangement of the Service, the look and feel of the Service, and the computer programs and software for the Service.

Nothing in these Terms grants you any rights in the Services, other than as necessary to enable you to access and use the Services in compliance with these Terms.

You shall not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast or otherwise exploit the Services, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise, except for the licenses and rights expressly granted in these Terms.

1. **Privacy**

HFK will only use the information you provide in accordance with our Privacy Policy. For more information, see our full Privacy Policy, the terms of which are incorporated herein.

1. **Links to External Apps and Websites**

The App does not contain hyperlinks or references to third party websites that are not owned or controlled by us.

The Website contains a link to a third party, PayPal, to collect payment related to the Service. As a third party, we have no control over the services provided by PayPal and accept no responsibility for any content, material or information contained therein, or for their operation or in-operation. The hyperlink provided to PayPal is the sole responsibility of the owner or operator of that linked website and/or app and we shall not be liable for any losses or damages arising out your use of any such link. You are subject to the terms and conditions of the website and/or services provided by PayPal. You are responsible for identifying and understanding those terms and conditions and complying with them. HFK expressly disclaims any liability derived from the use and/or viewing of the PayPal link that appears on the Website. All Users hereby agree to hold HFK harmless from any liability that may result from the use of the PayPal links that appears on the Website.

1. **Payment Policy**

Access to the Services is dependent on payment of an annual fee.

1. **Refund Policy**

All payments for the App are non-refundable and there are no refunds or credits for unused or partially used Services.

1. **Network Access and Devices**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network’s data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services. We do not guarantee that the Services, or any portion thereof, will function on all hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications for which we are not responsible.

1. **User Relationships**

Nothing in these Terms shall in any way be construed as forming a joint venture, partnership, agency, or employment relationship between HFK and any User.

1. **Assumption of Risk**

You assume all risks associated with using the Services, including but not limited to all of the risks associated with any online or offline interactions with Users of the App.

1. **Users Representations and Warranties**

By requesting to use, and/or using the Services, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of these Terms.

If you are a parent or guardian, you represent and warrant that you are over the age of majority and are consenting to use of the Service by any minors for whom a profile has been created.

1. **Disclaimers of representations, conditions and warranties**

Users should conduct their own due diligence to determine whether the Services are appropriate and suitable for the purpose it is being used. Users are entirely responsible for any affect the Services have on, for example, the management of household activities and children’s behaviour, such as relating to chores, personal hygiene and manners. HFK in no way represents, warrants, or guarantees that the Services will improve familial relations.

THE HFK CONTENT AND SERVICES ARE PROVIDED STRICTLY ON AN "AS IS" AND “AS AVAILABLE” BASIS WITHOUT REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, HFK EXPLICITLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, GUARANTEES OR CONDITIONS OF: (I) QUALITY, MERCHANTABILITY, OR FITNESS OF THE HFK CONTENT AND SERVICES FOR A PARTICULAR PURPOSE; (II) NON-INFRINGEMENT OF THE HFK CONTENT AND SERVICES; OR (III) CORRECTNESS, ADEQUACY, ACCURACY, RELIABILITY, COMPLETENESS OR CURRENCY OF THE HFK CONTENT AND SERVICES. HFK ALSO EXPLICITLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, GUARNATEES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. HFK MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION THAT THE HFK CONTENT AND SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS, THAT ANY DEFECTS OR ERRORS WITH THE SERVICES WILL BE CORRECTED, OR THAT THE SERVER(S) THAT MAKE THE HFK CONTENT AND SERVICES AVAILABLE ARE FREE FROM VIRUSES, MALWARE OR OTHER SIMILAR HARMFUL SOFTWARE CODE.

HFK EXPRESSLY EXCLUDES ALL CONDITIONS, WARRANTIES AND OTHER TERMS WHICH MIGHT OTHERWISE BE IMPLIED BY STATUTE, COMMON LAW OR THE LAW OF EQUITY AND DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THE HFK CONTENT AND SERVICES.

1. **Limitation of Liability**

All Users hereby expressly agree not to hold HFK and HFK’s officers, directors, shareholders, employees, subsidiaries, other affiliates, successors, assignees, agents, representatives, advertisers, marketing partners, licensors, independent contractors, recruiters, corporate partners or resellers (the **“Affiliates”**) responsible and/or liable for the actions or inactions of any User or other third party related to or resulting from use of the Services and/or for any information, content, and/or instruction which originated through the Services.

Without limiting the foregoing, Users assume all responsibility and liability for any decision made in concert with the use of the HFK Content and Services.

To the maximum extent permitted by applicable law, in no event with HFK and/or its Affiliates be liable for any disputes, claims, demands, suits, arising out of or in connecting with the use of the HFK Content, Service, and App.

IN NO EVENT WILL HFK AND/OR ITS AFFILIATES BE LIABLE FOR DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, AND/OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE HFK CONTENT AND SERVICES, INCLUDING WITHOUT LIMITATION, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM ANYONE’S RELIANCE ON HFK CONTENT OR OTHER CONTENT UPLOADED AND/OR TRANSMITTED TO OR BY ANY USERS OR ANY OTHER INTERACTIONS WITH OTHER USERS OF THE SERVICES, WHETHER ONLINE OR OFFLINE. THIS INCLUDES ANY CLAIMS, LOSSES OR DAMAGES ARISING FROM THE CONDUCT OF USERS WHO HAVE CREATED ACCOUNTS UNDER FALSE PRETENSES OR WHO ATTEMPT TO DEFRAUD OR HARM YOU.

1. **Indemnification**

By agreeing to these Terms, Users shall release, defend, indemnify, and hold HFK and its Affiliates harmless from and against any and all claims, demands, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with: (i) your access to or use of the Services; (ii) your interaction with any User; and (iii) your breach of these Terms. Users further agree that they will fully cooperate in the defense of such claims.

1. **Entire Agreement**

These Terms and the Privacy Policy constitute the entire and exclusive understanding and agreement between HFK and you regarding the Services, and these Terms and Privacy Policy supersede and replace any and all prior oral or written understandings or agreements between HFK and you.

1. **Severability**

If any provision of these Terms is found or held to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from the Terms. Such a determination shall not affect the validity and enforceability of any other remaining provisions in the Terms.

1. **Assignment**

You may not assign or transfer these Terms, by operation of law or otherwise, without HFK’s prior written consent. Any attempt by you to assign or transfer these Terms, without such consent, will be null and of no effect. HFK may assign or transfer these Terms, at its sole discretion, without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their respective heirs, administrators, executors, legal personal representatives, successors and permitted assigns.

1. **Governing Law**

This Agreement is governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. By agreeing to these Terms, you hereby irrevocably consent to the exclusive jurisdiction of the Courts of the Province of Ontario in the City of Toronto.

1. **Contact Information**

If you have questions or concerns about this Privacy Policy, you may contact us directly using the contact form on the Website or through the mobile App. You may also contact us at [info@HireandFireyourKids.com](mailto:info@HireandFireyourKids.com). We will use reasonable efforts to promptly answer your question or address your concern.