

**BABYQUIP INDEPENDENT QUALITY PROVIDER PROGRAM
TERMS AND CONDITIONS**

Last Updated: February 2025

When you indicate your agreement to these BabyQuip Independent Quality Provider Program Terms and Conditions (these “**Terms**”), you agree that these Terms will govern your relationship, as an Independent Quality Provider, with BabyQuip, Inc. (“**BabyQuip**”, “we”, “us”) and with Customers (defined below).

Please read these Terms carefully. They contain important information, including about limitations of liability and resolution of disputes through arbitration rather than court.

We may change these Terms from time to time to reflect changes in the way we do business, changes in our insurance policies, or changes in the law. If you continue to use the Service Platform (defined below) after changes to these Terms go into effect, you will be deemed to have agreed to those changes. If we make material changes to these Terms that impact your rights, we will notify you of those changes at least 30 days before they go into effect.

When using particular services or features of the Platforms, in addition to these Terms, additional policies, services terms, payment terms or end user license agreements may apply to your use of that feature or service (“**Additional Terms**”). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise.

Important! You are not permitted to solicit or request payment for the IQP Services (defined below) outside of the Platforms. Doing so is a material breach of these Terms and where permitted by applicable law, voids any rights you may have under these Terms related to the applicable IQP Services. Customers are not permitted to request IQP Services or make payment for IQP Services outside of the Platform. If a Customer attempts to pay you for IQP Services or requests IQP Services outside of the Platforms, please report to us at support@babyquip.com.

ARBITRATION NOTICE: Except for certain types of disputes described in Section 17 below, you and BabyQuip agree that disputes between you and BabyQuip will be resolved by binding, individual ARBITRATION and you waive your right to participate in a class action lawsuit or class-wide arbitration. Please also review our [Privacy Policy](#).

1. Definitions

1.1 “BabyQuip Data” means all information made available to you by us or the Customer, via the Platforms or otherwise, in connection with your provision of IQP Services or your participation in the Program, including Customer Information, any customer reviews, and any account credentials you use to access the Platforms.

1.2 “BabyQuip Policies” means the policies and procedures relating to the provision of IQP Services posted by us from time to time on the Communication Platform, including any updates thereto.

1.3 “BabyQuip Marks” means our company names, logos, product names, trademarks, service marks or other indicia of ownership.

1.4 “Cleaning Services” means your provision, as an IQP, of Customer Equipment cleaning services to Customers via the Service Platform.

1.5 “Communication Platform” means Mastermind, Facebook or any other platforms BabyQuip uses

to communicate with IQPs, to provide training and other services to IQPs, and to make BabyQuip Policies and other information available to IQPs, and your BabyQuip email (if you are provided with one) and/or messaging service used by BabyQuip to communicate with you.

1.6 "Customer" means an end user who uses the Service Platform for the purpose of obtaining IQP Services offered by you.

1.7 "Customer Information" means information about a Customer made available to you in connection with the Customer's request for and use of IQP Services, which may include the Customer's name, delivery or cleaning service location, and contact information.

1.8 "Customer Equipment" means any baby or other equipment with respect to which you provide Cleaning Services for a Customer via the Service Platform.

1.9 "Location Device" means any device attached to Customer Equipment that reveals its location or movement, including by the transmission of electronic signals.

1.10 "Equipment Rental Services" means your provision, as an IQP, of Rental Equipment to Customers via the Service Platform.

1.11 "Independent Quality Provider" or "IQP" means a person who provides IQP Services to Customers via the Service Platform

1.12 "IQP Services" means the Equipment Rental Services, the Supply Services, the Cleaning Services, and any related services you provide to Customers in connection with your relationship with BabyQuip or your use of the Platforms.

1.13 "Minor Damage Charge" means a minimum dollar amount to cover minimal damage to Rental Equipment as set forth in the BabyQuip Damage Protection Terms [BabyQuip Damage Protection Additional Terms of Use July 2022](#)

1.14 "Platforms" means the Service Platform and the Communication Platform
Platform. **1.15 "Program"** means the BabyQuip Independent Quality Provider Program.

1.16 "IQP Data" means any information you submit, contribute, or otherwise make available via the Platforms to us and to other users of the Platforms, including contact and other personal information, equipment inventory lists and pictures, and pricing information.

1.17 "Service Platform" means the website located at www.BabyQuip.com, or any successor website, and any related mobile application, including in either case, any content thereon or any software applications accessible therefrom.

1.18 "Supplies" means any baby products, groceries, or other goods you offer to purchase and deliver for Customers via the Service Platform.

1.19 "Supply Service" means your provision, as an IQP, of Supplies to Customers via the Service Platform.

1.20 "Rental Equipment" means any baby or other equipment that you make available to Customers for rental via the Service Platform.

2. Participation in the BabyQuip Independent Quality Provider Program

When you indicate your agreement to these BabyQuip Independent Quality Provider Program Terms and Conditions, you agree to participate in the Program as an Independent Quality Provider. You understand and agree that to the extent permitted by applicable law, BabyQuip may conduct background and identity verification checks, including a review of criminal records, to verify your eligibility to become or remain an IQP. Such checks may be conducted by BabyQuip's third party service providers. You understand that you must agree to and pass an identity verification and

background check, in BabyQuip’s sole discretion to become or remain an IQP. BabyQuip reserves the right to charge you for such checks. We make the Program available to you at our discretion. We may discontinue your participation in the Program, or the Program altogether (or in part), at any time, for any reason, by providing written notice to you via the Communication Platform. Likewise, you may discontinue your participation in the Program at any time, for any reason, by providing written notice to us via the Communication Platform.

The relationship between you and BabyQuip is as independent contractors. We do not, and will not be deemed to, direct or control you generally or your performance under these Terms specifically, including in connection with your provision of IQP Services, your acts or omissions, or your provision, rental, operation and/or maintenance of Equipment (including Rental Equipment and Customer Equipment). You agree that, except as described in Section 8, you have complete discretion whether, when, how, and at what price to provide IQP Services.

During the time that you are an IQP, you may not divert business away from BabyQuip in any manner. This means, for example, that you may not: (a) offer to provide services that are the same as, or substantially similar to, the services provided via BabyQuip (“**Competing Services**”) to a Customer other than through BabyQuip; (b) directly or indirectly solicit or make arrangements for another IQP to provide Competing Services through your business or any third-party business; (c) make reference on the Service Platform to your own or any third-party Competing Services; (d) refer to or use any proprietary information or intellectual property of BabyQuip, including terms unique to the Service Platform, in connection with the development or operation of any business of yours or any third party that directly competes with BabyQuip; or (e) represent yourself as an IQP, or otherwise associate yourself with BabyQuip, in connection with the provision of Competing Services. That being said, you are free to (i) provide Competing Services to non-Customers; (ii) use third-party software application services in addition to the Service Platform to facilitate your provision of Competing Services; and (iii) engage in any other occupation or business (collectively, “**Outside Activities**”), in any case, so long as you do not violate any of the above restrictions in doing so.

3. Access to the Platforms

3.1 Account Access

You will use your login email address and password (“**Account Credentials**”) to access and use the Platforms in accordance with these Terms. You may access and use the Platforms only for so long as you are an Independent Quality Provider. When you stop being an IQP, you will no longer be able to access the Platforms.

3.2 Communication/Messaging System

You acknowledge that we have the right to access and the right to read and review communications, messages, and other content that are passed through our Platforms (“**Platform Content**”). You acknowledge that BabyQuip has the right, but does not have any obligation, to monitor the access to or use of the Platforms by any IQP. For example, we may review, disable access to, remove, or edit Platform Content to: (i) operate, secure and improve the Platforms (including for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure IQPs’ 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) address Platform Content that we determine is harmful or objectionable; (v) take actions set out in these Terms; and (vi) maintain and enforce any quality or eligibility criteria. You acknowledge and agree that BabyQuip administers its policies, including decisions about whether and how to apply them to a particular situation, at its sole discretion. You agree to cooperate with and assist BabyQuip in good faith, and to provide BabyQuip with such information and take such actions as may be reasonably requested by BabyQuip with respect to any investigation undertaken by BabyQuip regarding the use or abuse of the Platforms.

3.3 Responsibility for Platform Activity

You will be fully responsible for all activity conducted through your Platform accounts. You agree to maintain your Account Credentials in confidence and to not share your Account Credentials with any

third party. You will immediately notify us of any actual or suspected breach or improper use or disclosure of your Account Credentials, your account, or the Platforms, and you will take all necessary steps to secure your account. WE DO NOT PROTECT YOU FROM UNAUTHORIZED USE OF YOUR ACCOUNT CREDENTIALS. We are not responsible for your failure to comply with this clause, or for any delay in shutting down your BabyQuip account or Account Credentials after you have reported a breach of security to us.

3.4 Suspension or Cancellation of Access to Platforms and Provision of Services

We may suspend your ability to access and use the Platforms, by suspending your Account Credentials, and we may cancel or transfer to another IQP any of your reservations for IQP Services without notice and without liability to you, if we believe you have not met your obligations to your Customers or you are not in compliance with any BabyQuip Policy, applicable law, or any provision of these Terms. We may restore your access to the Platforms once we determine that the non-compliance has been cured. To be clear, suspension of access and the opportunity to cure the non-compliance as a response to non-compliance is at our sole discretion and we may instead or ultimately choose to discontinue your participation in the Program.

3.5 Prohibited Activity

You acknowledge that we have no obligation to monitor the access to or use of the Platform by any Customer or IQP or to review, disable access to, or edit any IQP Data or any BabyQuip Data provided by Customers, but have the right to do so to (i) operate, secure and improve the Platform (including without limitation for fraud prevention, risk assessment, investigation and customer support purposes); (ii) ensure 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 agency; (iv) respond to any content that we determine is harmful or objectionable; or (v) as otherwise set forth in these Terms. You acknowledge and agree that BabyQuip administers its policies, including decisions about whether and how to apply them to a particular situation, at its sole discretion. You agree to cooperate with and assist BabyQuip in good faith, and to provide BabyQuip with such information and take such actions as may be reasonably requested by BabyQuip, with respect to any investigation undertaken by BabyQuip regarding any use or abuse of the Platform.

4. Provision of IQP Services

4.1 Provision of IQP Services

Customer requests for IQP Services will be sent by the Service Platform to you via the Communication Platform. It is your responsibility to service Customer requests for IQP Services. You will provide all IQP Services at your own expense and using your own vehicle.

If you provide Equipment Rental Services, you will acquire and maintain your Rental Equipment at your own expense. If you provide Supply Services, you will acquire Supplies at your own expense (it being understood that the Customer will reimburse you for such Supplies upon delivery). If you provide Cleaning Services, you will acquire all cleaning supplies and tools at your own expense.

You are solely responsible for determining the extent of the Services you offer, as well as the most effective, efficient and safe manner to perform each instance of the IQP Services you offer; provided, however, that your Supply Services may not include the delivery of alcohol or prescription drug products, or any other product which may not be legally delivered or provisioned.

4.2 Customer Information Provided to You

To facilitate your provision of IQP Services, you will be provided with certain Customer Information, including the information the Customer entered into the Service Platform. Customer Information is Confidential Information (as defined in Section 11.1) subject to the restrictions on disclosure set forth in Section 11. You may use a Customer's Customer Information SOLELY for the purpose of providing IQP Services via the Service Platform to that Customer.

4.3 IQP Data Provided to Customers and Certain Business Partners

You grant us permission to provide Customers requesting IQP Services, and any of our business partners through whom Customers may request IQP Services, from you with IQP Data, including your name and contact information and, if you indicate you are willing to allow Customers to pick up and/or drop off Rental Equipment or Customer Equipment, your address.

4.4 Your Relationship with Customers

When you accept a request for IQP Services, you are entering into a contract directly with the Customer and are responsible for delivering those IQP Services under the terms and at the prices as set forth on the Platform. Your provision of IQP Services to a Customer creates a direct business relationship between you and the Customer. We are not responsible for the actions or inactions of a Customer in relation to your activities or your Rental Equipment nor for your actions or inactions incident to IQP Services or otherwise. You have the sole responsibility for any obligations (including complying with all applicable laws) and liabilities to Customers or third parties that arise from your provision of IQP Services. You are solely responsible for ensuring that your listings for the IQP Services, including product descriptions and related communications, satisfy any language requirements of your jurisdiction. You are solely responsible for taking such precautions as may be reasonable and proper (including maintaining adequate Rental Equipment records that meet the requirements of all applicable laws) regarding any acts or omissions of a Customer or third party.

4.5 BabyQuip Service Ratings

After receiving IQP Services, a Customer will be prompted by the Service Platform to provide a rating of you and your provision of IQP Services and, optionally, to provide comments about you and your provision of IQP Services. You agree that Customer ratings and comments can and will be visible to the public on the Service Platform. The Service Platform will also maintain and make publicly available an average of all Customer ratings of you and your provision of IQP Services. We do not control the ratings or comments provided by Customers and we do not review or edit comments. It is your responsibility to contact a Customer if you feel that the Customer's rating or comments do not reflect your experience or the quality of the IQP Services. However, you will not harass, threaten, bribe or take any similar action to attempt to influence or change a Customer rating.

The success of the Service Platform is in large part dependent on Customers being able to access high-end quality, personal customer service via the Service Platform. Accordingly, we uniformly apply a minimum average acceptable rating for all IQPs. The Minimum Average Rating is set forth in the Quality Provider Review Standards available on the Communication Platform, and may be updated from time to time by us at our sole discretion (the "**Minimum Average Rating**"). If your average rating falls below the Minimum Average Rating, we will notify you. Thereafter, you will have 60 days to raise your average rating above the Minimum Average Rating. If you are unable to do so, we may, at our sole discretion, terminate your participation in the Independent Quality Provider Program.

We reserve the right to use, share and display Customer ratings and comments in any manner in connection with our business without attribution to you or your approval. You agree that we are a distributor (without any obligation to verify) and not a publisher of Customer ratings and comments, provided that we reserve the right to remove comments which include obscenities or other objectionable content, or violate any privacy laws, other applicable laws, or our content policies.

4.6 IQP Optimization

BabyQuip wants you to succeed as an IQP. As such and as part of your participation as an IQP, you agree that we may quantify your performance on the Platform using automated means (e.g. through such metrics as Customer ratings) and other criteria (both internal and public) which allows us to match you with relevant Customers and assess your performance. We use this system to help our team analyze your performance on the Platform and support you in optimizing your use of the Platform (e.g. such a system where we quantify your performance allows us to offer coaching and guidance to IQPs who are not performing well in line with their market).

5. Rental Equipment Safety, Security, and Maintenance

5.1 Rental Equipment Safety (Generally)

If you provide Rental Equipment Services, you are solely responsible for all Rental Equipment safety, use, cleanliness, and maintenance. You will comply with all BabyQuip Policies relating to Rental Equipment, including the Comprehensive Safety Policy, Cleaning Standards, and any additional policies provided to you by us via the Communication Platform. You must be familiar with, and ensure that both you and your Rental Equipment complies with all applicable laws regarding the safety of consumer products. Without limiting the foregoing, you acknowledge that these laws include restrictions and safety standards in respect of baby products, and that safety standards and laws evolve over time, and that older baby products may no longer meet current safety standards, and are therefore no longer permitted. You are solely responsible for all consequences of your failure to adhere to the requirements set forth in this Section 5 or in any BabyQuip Policies.

You must provide Customers with any and all manuals for the Rental Equipment that were provided by the manufacturer. Such provision may be made in print, via electronic document, or via a link to an online manual.

5.2 Minor Damage Charges & Damage Protection

If Rental Equipment is damaged upon its return to you at or below the Minor Damage Charge dollar amount, and you seek reimbursement, you may charge the Customer's payment information on file for the damage amount. If Rental Equipment is damaged upon its return to you beyond the Minor Damage Charge, you are based in the United States, and you seek reimbursement, you must make a claim through the BabyQuip Damage Protection program. Please see the BabyQuip Damage Protection Additional Terms of Use here: [BabyQuip Damage Protection Additional Terms of Use July 2022](#) , which are incorporated into these Terms by reference and which will provide information about limitations and instructions for utilizing BabyQuip Damage Protection.

5.3. Damage Reimbursement (Applies Only If You Are Outside the United States)

If you are based outside the United States, you are not eligible for the BabyQuip Damage Protection program. If Rental Equipment is damaged upon its return to you (i) the Customer may be charged the fair market value of the Rental Equipment plus any shipping costs incurred by you in connection with any replacement of the Rental Equipment; and (ii) if the Customer is required to pay any fees for cleaning, repair, or replacement of Rental Equipment, you will notify the Customer and charge the credit card associated with the applicable Customer's BabyQuip account.

5.4 Car Seat Replacements and Maintenance

All car seats are required to have been purchased new by you. For all car seats, you will provide the Customer with user manuals which must, at a minimum, include all required warnings, guidelines for use, installation instructions, and date of manufacture. You must also provide manuals for any other Rental Equipment upon request by the Customer. If a car seat is in a vehicle involved in any accident, whether or not the child was in the car seat at the time, per the car seat manufacturer and the recommendations of the National Highway Traffic Safety Administration and other applicable regulators, you must replace the car seat, and may no longer offer it as Rental Equipment. If a car seat rented to a customer by you is in a vehicle involved in any accident while in their possession, they will notify you of the accident and provide you with the accident report, if any. Upon notification, you must replace the car seat.

Notwithstanding Sections 5.2 and 5.3, should a Customer get into a car accident which damages your car seat, and the car seat manufacturer determines your car seat must be replaced, BabyQuip will replace such a car seat for you outside of BabyQuip Damage Protection ("**Car Seat Replacement**"). To request a Car Seat Replacement, please contact BabyQuip directly at qpsupport@babyquip.com.

5.5 Manufacturer Documentation, Guidelines, and Recalls

You will use all Rental Equipment in strict compliance with all applicable manufacturer documentation and will register all Rental Equipment, as applicable, with the appropriate manufacturer. You will not remove any safety warnings or other placards affixed to the Rental Equipment or rent any Rental Equipment if the safety warnings/placards have been removed, whether you or any third party. You will maintain a continuing compliance and quality assurance plan to monitor and timely address all recalls on any existing Rental Equipment, including, but not limited to, subscribing to third party consumer safety monitoring services. Should any Rental Equipment be affected by a recall, you will immediately either implement the manufacturer recommended safety fix or discontinue use of the recalled Rental Equipment from any further Equipment Rental Services. BabyQuip may make available to you a third-party inventory management tool to assist in monitoring of equipment recalls. Where BabyQuip makes such a tool available, you will use the equipment management tool, as directed by BabyQuip, for all your Rental Equipment. You understand and acknowledge that the tool made available by BabyQuip may allow BabyQuip to remove recalled Rental Equipment from the BabyQuip Platform without notice or consent from you. BabyQuip does not guarantee that the tool will be accurate, complete, or error free and you understand and acknowledge that you are responsible for verifying the results of the tool.

You will maintain all Rental Equipment in full compliance with all applicable manufacturer documentation and requirements and all applicable federal, state, provincial, municipal and other local laws. You will ensure that the Rental Equipment remains clean and in good working order and in the case of car seats, you will ensure that the car seat has not reached the manufacturer's expiration date. The maintenance of Rental Equipment and your compliance with applicable federal, state, provincial, municipal and other and local laws is your sole responsibility as an independent provider.

5.6 Location Devices

The use of Location Devices are subject to applicable laws, which may vary depending on the location of the Location Device and Customer. You agree to comply with all such laws and if the use of such Location Device is permitted under applicable state, provincial, and local laws, you agree in all cases to provide notice and obtain affirmative prior consent from Customer for the use of such Location Device, and to comply in all respects with any applicable law, including without limitation with regard to any required notice or consent.

6. Cleaning Service Protocols and Standards

IQPs may not provide cleaning services for Customer Equipment that has been recalled or, in the case of car seats, that have expired. It is your responsibility, prior to cleaning any Customer Equipment, to determine whether that equipment has been recalled or has expired. If you provide Cleaning Services for a car seat, the Customer is responsible for reinstallation of the car seat, you may not do it for them.

Cleaning Services must be provided in compliance with the cleaning instructions included in any applicable Customer Equipment user manuals or other manufacturer documentation and with the Cleaning Standards and any additional policies provided to you by us via the Communication Platform. If user manuals are not attached to the Customer Equipment or provided by the Customer, it is your responsibility to locate the manufacturer's cleaning instructions online.

You are responsible for any damage to Customer Equipment that results from the Cleaning Services. It is your responsibility to make a record, in the presence of the Customer, of any damage to the Customer Equipment when you pick up the Customer Equipment or begin providing any on-site Cleaning Services. If you do not make such a record, then you are responsible for any damage claimed by the Customer. If there is minor damage to Customer Equipment that results from the Cleaning Services, you will need to promptly provide the Customer with appropriate compensation, which can be determined by you in consultation with the Customer). If there is material damage to Customer Equipment, you will need to promptly reimburse Customer for the cost of an equivalent replacement (i.e., the current model of the same item).

7. Insurance

We maintain a liability insurance policy to cover BabyQuip against liability for the activities of IQPs, including you, and we endeavor to provide insurance that will cover you for certain activities that occur when you are providing IQP Services through the Service Platform ("**Liability Insurance**"). Liability Insurance does not cover you against liability resulting from any Outside Activities and may change depending on the requirements of an insurer or availability of coverage. Specific details regarding current insurance coverage and claims procedures can be found here [BabyQuip IQP Handbook](#). It is your responsibility to determine and obtain for yourself any additional liability or other insurance you believe is appropriate given your activities as an IQP. We reserve the right to charge you the amount necessary to be reimbursed for any insurance deductible in the case of your gross negligence, intentional acts or material breach of these Terms. You agree to provide any supporting documentation requested in order to facilitate your Liability Insurance coverage provided through BabyQuip, and if you believe you need to make any claim relating to Liability Insurance you agree that you will follow all directions provided by BabyQuip with regard to Liability Insurance claims. Failure to provide documentation or follow BabyQuip procedure for claims may void your coverage.

8. IQP Services Fees and Payment

8.1 IQP Services Fees

When a Customer requests IQP Services and you agree to provide those IQP Services, you and the Customer are entering into a contract directly with each other. We are not, and do not become, a party to or other participant in any contractual relationship between you and any Customer.

- a. **Equipment Rental Services.** If you provide Equipment Rental Services, it is your responsibility to determine the daily rental price for each item of Rental Equipment as well as any delivery fee you intend to charge in connection with any Equipment Rental Services transaction.
- b. **Supply Services.** If you provide Supply Services, it is your responsibility to determine the cost of the goods you offer as well as the delivery fee you intend to charge in connection with any Supply Services transaction.
- c. **Cleaning Services.** If you provide Cleaning Services, you will charge the cleaning fees set forth on the Services Platform.
- d. **Promotions.** The foregoing notwithstanding, you understand and acknowledge that (i) BabyQuip may from time to time offer a promotion or discount or similar program to Customers through the Service Platform that may apply to the IQP Services you provide and (ii) that promotion, discount or similar program will be applied prior to calculation of the Transaction Fee (defined below) (i.e., it will affect the amount both BabyQuip and you receive in connection with the transaction).

8.2 Taxes

It is your responsibility to (a) determine whether you are required to charge any gross receipts, sales and use, excise or other taxes (collectively, "**Taxes**") in connection with your provision of IQP Services and (b) report and remit such Taxes to the proper authority (provided that we will report and remit the portion of the Taxes retained by us in connection with the Transaction Fee (defined below)). BabyQuip may make available to you a third-party tax management tool to assist in your collection and remittance of Taxes. Where BabyQuip makes such tax management tool available, you will use the tool, as directed by BabyQuip, for all your IQP Services. BabyQuip does not guarantee that the tool will be accurate, complete, or error free and you understand and acknowledge that you are responsible for verifying the results of the tool. In any case, you are solely liable for any penalties and consequences of any failure to timely pay any Taxes.

8.3 Customer Payment Service

As an accommodation to you and Customers, and to facilitate transactions through the Service Platform, we provide a mechanism for Customers to pay for IQP Services through the Service

Platform. All fees payable by the Customer for IQP Services must be paid through the Service Platform (other than tips or payment for repairs or replacement of Rental Equipment). This payment service does not make us a seller or otherwise a party to any IQP Services.

8.4 Customer Payment Collection

The Service Platform will calculate the total price to the Customer for each IQP Services request to be filled by you, which will include the Transaction Fee (defined below) payable by the Customer to BabyQuip (collectively, the “**Customer Payment**”). The Service Platform will transfer to your designated payment method the Customer Payment, less the Transaction Fee (and any other amounts due to us, as set forth in Section 9).

8.5 Appointment of BabyQuip as Your Limited Collection Agent

You (a) appoint us as your limited payment collection agent solely for the purpose of accepting the Customer Payment from the Customer on your behalf via the Service Platform and (b) agree that payments made by Customer to us via the Service Platform will be considered the same as payment made directly by Customer to you. You understand that we only act as a facilitator by accepting Customer Payments, then paying you the funds. You acknowledge that (i) we are not a bank and that the payment processing functionality of the Service Platform is a payment service rather than a banking service; (ii) with respect to your provision of IQP Services, we are not acting as a trustee, fiduciary or escrow with respect to any funds, but only as an agent to facilitate the transaction; and (iii) until the Customer receives the IQP Services requested through the Service Platform, the Customer remains the owner of such funds and may be entitled to full or partial return of all funds paid.

8.6 Additional Customer Transactions and Fees

If after the reservation has been made, the Customer asks you directly for any add-on equipment or service available on the Service Platform, you will modify the reservation and charge the Customer via the Service Platform for that add-on equipment or service. You will not divert any transaction or amounts due for transactions involving equipment or services available on the Service Platform away from BabyQuip. This means, for example, that you may not accept cash (other than tips or payment for repairs or replacement of Rental Equipment) from the Customer, you may not offer to provide Competing Services to the Customer, or a third party referred by the Customer, outside BabyQuip. If you divert any transaction or amounts due for transactions away from the Service Platform, you will remain obligated to pay us the Transaction Fee with respect to the diverted transaction.

8.7 Refunds Processed by You

If you elect to refund any Customer Payment (or a portion thereof), you will be able to process and manage the refund request using the Service Platform.

8.8 Adjustments to Customer Payments by Us

We reserve the right, in our sole discretion, to: (a) adjust the Customer Payment for a particular instance of IQP Services (e.g., you delivered unclean items, you failed to show up properly for a particular instance of IQP Services, technical error in the Service Platform, etc.); or (b) cancel the Customer Payment for a particular instance of IQP Services (e.g., Customer is charged for IQP Services that were not provided, in the event of a Customer complaint, fraud, etc.); or (c) adjust amounts paid to IQP for services rendered

8.9 Services Cancellation by Customer

Our cancellation and refund policy can be found here: <https://www.babyquip.com/cancellation-policy>. A Customer may elect to cancel requests for IQP Services that have been accepted by you via the Service Platform at any time prior to: (a) in the case of Equipment Rental Services, your delivery of equipment to the Customer; (b) in the case of Supply Services, your purchase of the Supplies; or (c) in the case of Cleaning Services, your pick-up of the Customer Equipment or arrival at the on-site cleaning location. In some cases, depending on the timing of the cancellation, the Customer may receive a full or partial refund, or no refund at all. You should review the Frequently Asked Questions

located at [babyquip.com/faqs](https://www.babyquip.com/faqs) to familiarize yourself with the full cancellation policy.

If a Customer purchases Cancel For Any Reason (“**CFAR**”), then they may be entitled to cancel their reservation in full at any time prior to the start date of the reservation pursuant to certain limitations and restrictions. In the event BabyQuip grants a Customer cancellation request pursuant to a Customer’s purchase of CFAR, BabyQuip will remit to you the standard fee owed to you for the applicable Customer order in accordance with these Terms. You may re-list any Rental Equipment after a reservation has been canceled under CFAR. You should review the Cancel For Any Reason Terms and Conditions located at [Cancel For Any Reason Terms](#), to familiarize yourself with the full CFAR policy. More information about CFAR is available here at: <https://www.babyquip.com/faqs>.

The cancellation policy and CFAR Terms may be updated from time to time. The policy and CFAR Terms that apply to a Customer’s order will be those in effect at the time they place the order and/or purchase CFAR protection, as applicable.

8.10 Recapture of Customer Payments after Refund, Adjustment or Cancellation

Any Customer Payment, or portion thereof, paid to you, then later refunded by you, adjusted by us, or canceled by Customer will be collected via debit to your bank account, credit card or other payment method you authorize us to use. If we are unable to collect the full amount from your designated payment method, we will deduct the uncollectible amount from future Customer Payments and/or continue debiting your bank account until recouped in full. We may also request that you pay us the uncollectible amount, in which case you will immediately pay us the balance due.

8.11 Payment Disputes

If a Customer disputes a credit card charge by BabyQuip and the charge is reversed by the credit card company, and the dispute is the result of an error by you, you agree to reimburse BabyQuip for any fee assessed by the credit card company.

9. Independent Quality Provider Fees

9.1 Administrative Fee

Upon joining the Platform, IQPs pay administrative fees as set forth in the BabyQuip Fee Schedule on the Communication Platform (the “**Administrative Fee**”). The Administrative Fee is for training and support on provision of the IQP Services and use of the Service Platform, and may include certain benefits. Subject to applicable law, we reserve the right to change the Administrative Fee at any time based upon factors such as expansion of the training and support we provide, expansion of the IQP Services, expansion of the functionality of the Services Platform, etc. If we change the Administrative Fee, we will notify you in advance via the Communication Platform.

9.2 Transaction Fee

In consideration of our provision of the Service Platform for your use and benefit, you agree to pay us a transaction fee on each BabyQuip Service transaction (the “**Transaction Fee**”). The Transaction Fee will be calculated as set forth on the BabyQuip Fee Schedule available on the Communication Platform and will be retained by us from the Customer Payment relating to that BabyQuip Service transaction. Subject to applicable law, we reserve the right to change the Transaction Fee at any time based upon market and other factors. If we change the Transaction Fee, we will notify you in advance via the Communication Platform.

9.3 IQP Cancellation Fee

We take our commitment to provide IQP Services seriously, and we expect you to as well. If you know at the time you receive a request for IQP Services that you are unable to fulfill that request for any reason, you must promptly notify the Customer (and in any event, you must notify the Customer within 24 hours after receipt of the request) and, if there are other IQPs in your area, assist the Customer in finding another IQP to fulfill the request. If you do not promptly notify the Customer of your inability to fulfill the request, then it is your responsibility to fulfill that request. In fact, if you

cancel an accepted Equipment Rental Service or Cleaning Service transaction less than 48 hours before the scheduled start time, you may be charged a late cancellation fee (the “**IQP Cancellation Fee**”) (it being understood that if the reservation is made on two days' or less notice, so long as you provide prompt notice of your inability to fulfill the request, the IQP Cancellation Fee will not be charged). The IQP Cancellation Fee will be calculated as set forth in the BabyQuip Fee Schedule available on the Communication Platform and will be collected via debit to the bank account, credit card or other payment method you authorize us to use. If we are unable to collect the full amount from your designated payment method, we will deduct the uncollectible amount from future Customer Payments until recouped in full. We may also request that you pay us the uncollectible amount, in which case you will immediately pay us the balance due.

9.4 Additional Fees

We reserve the right to charge additional fees for any services we provide to Independent Quality Providers via the Service Platform or otherwise in the future. If we plan to charge you any additional fees, we will notify you in advance of the additional services and corresponding fees via the Communication Platform.

10. Your Right to Use the Platforms, the BabyQuip Data and the BabyQuip Mark

10.1 License to Use the Platforms, BabyQuip Data, and BabyQuip Mark We grant you a limited, personal, nonexclusive, nontransferable, nonsublicensable, nonassignable,

revocable license, for so long as you are an Independent Quality Provider, to access and use the Platforms and the BabyQuip Data, subject to the terms and conditions of these Terms, solely for the purpose of participating in the Program and providing IQP Services to Customers. All rights not expressly granted to you are reserved by us and our licensors.

We also grant you a limited, personal, nonexclusive, nontransferable, nonsublicensable, nonassignable, revocable license, for so long as you are an IQP, to use the BabyQuip Mark “BabyQuip” solely for the purpose of identifying yourself as an IQP. If you use that BabyQuip Mark, you must follow the BabyQuip Trademark and Social Media Guidelines made available on the Communication Platform.

10.2 Restrictions on License to Use the Platforms

You will not, and you will not allow any other party to: (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party either Platform in any way; (b) modify or make derivative works based upon either Platform; (c) improperly use the either Platform, including by creating Internet “links” to any part of the Platform, “framing” or “mirroring” any part of the Platform on any other websites or systems, or “scraping” or otherwise improperly obtaining data from the Platform; (d) reverse engineer, decompile, modify, or disassemble either Platform except as allowed under applicable law; or (e) send spam or otherwise duplicative or unsolicited messages via either Platform. In addition, you will not, and you will not allow any other party to, access or use the Platforms to: (i) design or develop a competitive or substantially similar product or service; (ii) copy or extract any features, functionality, or content thereof; (iii) launch or cause to be launched on or in connection with either Platform an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of either Platform; (iv) use manual or automated software or other means to scrape, crawl, spider, or similarly access or copy any portion of the Platform or to use any portion of the Platform to train or otherwise include in large language models, artificial intelligence technologies, or other machine learning tools, products, services, or features (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from our websites for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials; or (v) attempt to gain

unauthorized access to either Platform or its related systems or networks.

You may not use the Platform for any purpose or in any manner that infringes the rights of any third party. BabyQuip encourages you to report any content on the Platform that you believe infringes your rights. To report any such content on the Platform which you believe infringes your copyright, please see our [Copyright Policy](#).

10.3 Ownership of the Platforms, BabyQuip Data, and BabyQuip Marks

As between us and you, we own all right, title, and interest in and to the Platforms, the BabyQuip Data, and BabyQuip Marks, including all intellectual property rights therein. Neither these Terms nor your use of the Platforms conveys or grants to you any rights: (a) in or related to the Platforms, the BabyQuip Data, or the BabyQuip Marks, except for the limited license granted above; or (b) to use or reference in any manner our licensors' company names, logos, product names, trademarks, services marks or other indicia of ownership.

The Service Platform is always evolving and the form and nature of the Service Platform may change from time to time without prior notice to you. We may change, suspend, or discontinue the Service Platform at any time, including the availability of any feature, database, or content. We may also impose limits on certain features or restrict your access to certain parts or all of the Service Platform without notice or liability.

10.4 Ownership of IQP Data and Our Right to Use IQP Data

As between us and you, you own all right, title, and interest in and to the IQP Data, including all intellectual property rights therein. You grant us a perpetual, irrevocable, worldwide, nonexclusive, transferable, sublicensable, fully paid-up and royalty free license to use, copy, reproduce, process, adapt, modify, publish, transmit, display, and distribute IQP Data in any and all media or distribution methods (now known or later developed) for our business purposes, including for marketing, lead generation, service development and improvement, analytics, and industry and market research. By using the Service Platform, you agree that we can collect and use your personal data in accordance with our Privacy Policy, the current version of which may be found at <http://www.BabyQuip.com/privacypolicy>.

You represent and warrant to us that you have the right to grant to us the above license. You will indemnify, defend (at our option) and hold us harmless from and against any and all liabilities, losses, damages, and costs and expenses (including legal fees) incurred by us in connection with any third-party claim arising out of or related to the above license or the IQP Data, including but not limited to claims arising out of or related to the accuracy, quality, integrity, legality, reliability, appropriateness, or infringement of third party intellectual property or other rights of the above license or any IQP Data.

When you stop being an Independent Quality Provider, your right to access the Platforms terminates. This means you will no longer be able to access IQP Data or BabyQuip Data. The above license will continue after you stop being an IQP, but we will have no obligation to maintain, release, or send to you any IQP Data. We may remove and discard any IQP Data, at any time, with or without reason, without notice, and without any liability to you.

11. Confidentiality and Non-Disparagement

11.1 Confidential Information

Each party acknowledges that in the performance of these Terms, it may have access to or may be exposed to, directly or indirectly, confidential information of the other party ("**Confidential Information**"). Confidential Information includes the following which are acknowledged as being our Confidential Information: BabyQuip Data (including Customer Information), information regarding Transaction Fees and other fees not made publicly available, and BabyQuip training, guidelines and other information made available via the Communication Platform or BabyQuip's private social media pages or accounts. Confidential Information also includes the transaction volume, marketing and

business plans, business, financial, technical, operational and such other nonpublic information of each party that such party designates as being proprietary or confidential or of which the other party should reasonably know that it should be treated as confidential.

11.2 Restrictions on Use of Confidential Information

Each party acknowledges and agrees that: (a) all Confidential Information will remain the exclusive property of the disclosing party; (b) it will not use Confidential Information of the other party for any purpose except in furtherance of these Terms; (c) it will not disclose Confidential Information of the other party to any third party, except to its employees, officers, contractors, agents and service providers ("Permitted Persons") solely as necessary to perform under these Terms, provided Permitted Persons are bound in writing to obligations of confidentiality and nonuse no less protective than the terms hereof; and (d) it will return or destroy all Confidential Information of the disclosing party upon the termination of these Terms or at the request of the other party (other than IQP Data, which may be retained pursuant to Section 10.4 or under applicable law, and, with respect to us, our internal recordkeeping requirements). To be clear, this provision prohibits you from, and you agree not to educate, advise, or inform any individual or entity that provides services substantially similar to the services provided by the BabyQuip Platform or by IQPs of BabyQuip's business plans or business methods.

11.3 Exceptions to Restrictions

Notwithstanding the foregoing, Confidential Information will not include any information to the extent it: (a) is or becomes part of the public domain through no act or omission on the part of the receiving party (to be clear, neither any portion of the Service Platform that can only be accessed with your linked personal email address, nor any portion of the Communication Platform will be considered the public domain); (b) was possessed by the receiving party prior to the date you agreed to these Terms without an obligation of confidentiality; (c) is disclosed to the receiving party by a third party having no obligation of confidentiality with respect thereto; or (d) is required to be disclosed pursuant to law, court order, subpoena or governmental authority, provided the receiving party notifies the disclosing party thereof and, where possible, provides the disclosing party a reasonable opportunity to contest or limit such required disclosure.

Also notwithstanding the foregoing, we may provide to a Customer, insurance company, governmental authority, regulatory agency, or other third party information about you or any IQP Services provided by you (including personal information such as information obtained about you, including through any background or identity check and any IQP Data) if: (i) there is a complaint, dispute, or conflict, including an accident, between you and a Customer; (ii) it is necessary to enforce these Terms; (iii) it is required, in our sole discretion, by applicable law or regulatory requirements (e.g., we receive a subpoena, warrant, or other legal process for information); or (iv) it is necessary, in our sole discretion, to (A) protect the safety, rights, property, or security of us, the Platforms, or any third party; (B) protect the safety of the public for any reason; (C) detect, prevent or otherwise address fraud, security, or technical issues; or (D) prevent or stop activity we, in our sole discretion, may consider to be, or to pose a risk of being, an illegal, unethical, or legally actionable activity.

11.4 Non-Disparagement

You will not make any statements, or take any actions, to disparage, defame, sully, or compromise (a) the goodwill, name, brand, or reputation of BabyQuip or (b) the business relationship between BabyQuip and any Customer or any other IQP, or between any other IQP and any Customer. To be clear, this includes statements made orally or in writing, including on social media platforms.

11.5 BabyQuip Data

In respect of any BabyQuip Data, you agree:

- as between you and BabyQuip, BabyQuip is and will be the owner of and retain all right, title and interest in the BabyQuip Data collected, received, and/or used by you or your representatives under these Terms;

- you are and will continue to be in compliance with all federal, state, and provincial laws and regulations relating to the protection of personal information and any relevant data protection laws and regulations, including without limitation any anti-spam laws;
- you will delete the BabyQuip Data in accordance with BabyQuip's direction;
- you will not disclose, sell, assign, lease or otherwise provide BabyQuip Data to any third parties;
- you will not use, or commercially exploit, BabyQuip Data other than for the purposes of the IQP Services as contemplated in these Terms;
- you will not aggregate or merge BabyQuip Data with the data of any third party;
- you will process BabyQuip Data solely as necessary for the purposes permitted under these Terms;
- you will protect all BabyQuip Data against unauthorized, unlawful or accidental access, collection, use, loss, theft, threats, alteration, disclosure, communication, copying, destruction or disposal using physical, organizational and technological safeguards that are appropriate to the nature, quantity and sensitivity of such information, applying security standards and procedures equivalent to those used to protect your own and your other customers' confidential information and in all cases in compliance with the applicable laws;
- you will respond in a timely way to any reasonable request by BabyQuip that may be required for BabyQuip to comply with applicable law or its privacy policy(ies);
- limit any use or disclosure to third parties of any BabyQuip Data to the purposes permitted under these Terms, except as may be required by law;
- if not legally prohibited from doing so, you will notify BabyQuip of any subpoena, warrant, order, demand, requirement or request (including any national security letter) made by a governmental authority for the disclosure of BabyQuip Data, and, to the maximum extent permitted by applicable law, cooperate with BabyQuip in its efforts to oppose, seek judicial relief of and appeal any such subpoena, warrant, order, demand, requirement or request;
- upon the expiry or termination of this agreement, or as directed by BabyQuip, you will provide the BabyQuip Data to BabyQuip or destroy it in a secure manner, and will certify in writing to BabyQuip that you have done so;
- you will notify BabyQuip promptly in the event that you receive any request from a data subject for access to that person's personal information;
- you will notify BabyQuip promptly in the event that you receive any complaint, notice or communication that relates directly to its compliance with any privacy laws and/or the processing of BabyQuip Data under or in connection with these Terms.
- Within 24 hours, or such shorter period as may be required by law, following your discovery of any loss of, unauthorized access to or unauthorized disclosure of BabyQuip Data, you will provide BabyQuip with notice and information regarding particulars of the incident, including any failure of security measures, and to assist BabyQuip in investigating, responding to, taking risk mitigation measures, and notifying relevant individuals or parties of the incident; and

11.6 Equitable Relief and Liquidated Damages

You understand and acknowledge that any breach of any material provision of this Section 11 by you may cause irreparable harm to us, the amount of which may be difficult to ascertain and, therefore, agree that (a) we will have the right to apply to a court of competent jurisdiction for an order restraining further breach and for other relief as we deem appropriate and (b) in the case of breach of Section 10.1 or 10.2, you will pay us damages in the amount of the greater of (a) \$10,000 or (b) the net amount received by you from us during the one-year period immediately preceding the breach. You acknowledge and agree that (i) the sum payable under this Section 11.6 constitutes liquidated damages and not a penalty; (ii) the sum payable under this Section 11.6 bears a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable

loss likely to be incurred in connection with breach of any material provision of this Section 11. These rights are not subject to the requirements of Section 17.2 and are in addition to the remedies otherwise available to us at law or in equity.

12. Representations and Warranties; Disclaimers

12.1 Your Representations and Warranties to Us

You represent and warrant that: (a) you have full power and authority to agree to these Terms and to perform your obligations hereunder; (b) you have not entered into, and for so long as you are an Independent Quality Provider, will not enter into any agreement that would prevent you from complying with these Terms; (c) you will comply with all BabyQuip Policies; (d) you will comply with all applicable laws in connection with your provision of IQP Services, including holding and complying with all permits, licenses, registrations and other governmental authorizations necessary to provide IQP Services; and (e) you will comply with all Rental Equipment manufacturer documentation, safety and recall instructions and instructions for continued compliance with safety guidelines and laws. In addition, if you are agreeing to these Terms on behalf of a company, you represent and warrant that: (i) you have authority to bind the company and (ii) the company accepts these Terms. Further, you represent and warrant that you have reached the legal age of majority in your jurisdiction of residence, and that you are not a person or entity barred from using the Platform under the laws of the United States, your place of residence, or any other applicable jurisdiction.

12.2 Working as a Team with Another IQP

If you work with another IQP to provide Services as a team, each of you is responsible and liable under these Terms for your own acts and omissions. If you instruct BabyQuip to transfer a portion of any Customer Fees due to you to another IQP, you represent and warrant that you are authorized to do so, and you agree to be responsible and liable for the payment amounts and accuracy of any payout information you provide. BabyQuip is not liable to any IQP for any disputes between IQPs, including, without limitation, those acting as a team or otherwise jointly providing Services.

12.3 Disclaimer of Warranties

We provide, and you accept, the Platforms, including, but not limited to, all functionality, BabyQuip Data and the payment service therein, on an "As Is" and "As Available" basis and we disclaim any and all express or implied warranties regarding the Platforms, including, but not limited to, any warranty of merchantability, fitness for a particular purpose, non-infringement or otherwise. We do not represent, warrant, or guarantee that your access to or use of the Platforms: (a) will be uninterrupted or error free; or (b) will result in any requests for IQP Services. We function as a lead generation tool and make no representations, warranties or guarantees as to the actions or inactions of the Customers who may request or receive IQP Services from you. We do not screen or otherwise evaluate customers. By using the Service Platform, you acknowledge and agree that you may be introduced to a third party that may pose harm or risk to you or other third parties and you agree that you assume the entire risk arising out of your access to and use of the Platform, your provision of services, and any interaction you have with other IQPs or with Customers, whether in person or online. You are advised to take reasonable precautions with respect to interactions with third parties encountered in connection with the use of the Service Platform. You agree that you have had the opportunity to investigate the Platform and any laws, rules, regulations or obligations that may be applicable to your use of the Platform and your provision of IQP Services and that you are not relying upon any statement of law made by BabyQuip. Notwithstanding our appointment as a limited payment collection agent for you for the purpose of accepting Customer payment from Customers on your behalf, we disclaim all liability for any act or omission of you, any Customer, or other third party.

We exercise no control over your provision of IQP Services to Customers and you are solely responsible for your own acts and omissions and for the acts and omissions of anyone you allow to participate in providing any IQP Services.

12.4 No Service Guarantee

We do not guarantee the availability or uptime of the Platforms. You acknowledge and agree that the Platforms may be unavailable at any time and for any reason (e.g., due to scheduled maintenance or network failure). Further, the Platforms may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications, and we are not responsible for any delays, delivery failures, or other damages, liabilities or losses resulting from such problems.

13. Indemnification

You will indemnify, defend (at our option) and hold harmless us and our officers, directors, employees, agents, successors and assigns from and against any and all liabilities, expenses (including legal fees), damages, penalties, fines, social contributions and taxes incurred by us in connection with any claim by a Customer, regulator, governmental authority or other third party arising out of or related to: (a) your breach of any representation, warranty, or other obligation under these Terms or any written BabyQuip policy; (b) your provision of IQP Services or your use of the Platforms; (c) any Outside Activities; (d) your failure, or our failure at your direction, to accurately report, collect or remit applicable Taxes; (e) your violation of any third party intellectual property rights; or (f) any negligent act or omission, fraudulent activity, or willful misconduct by you, or by your employees, agents or other third parties representing your interests or otherwise acting with your approval or knowledge.

We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you may not in any event settle any matter without our prior written consent.

14. Limits of Liability

In no event will we be liable to you for any of the following, whether based on contract, tort or any other legal theory and even if we have been advised of the possibility of such damages: (I) any incidental, punitive, special, exemplary, consequential, or other indirect damages of any type or kind; or (ii) your or any third party's property damage, or loss or inaccuracy of data, or loss of business, revenue, profits, use or other economic advantage. Except for our obligations to pay amounts due to you, but subject to any limitations or other provisions contained in these terms which are applicable thereto, our aggregate liability arising out of or in connection with these Terms, your use of the Platforms or any BabyQuip Content, or your interactions with any Customer or other IQP will not exceed the amount of Transaction Fees actually paid to or due to us under these Terms in the six (6) month period immediately preceding the event giving rise to the relevant claim.

15. Relationship of the Parties

15.1 Identifying Yourself as Independent

You will at all times identify yourself as an independent provider of IQP Services and as an unaffiliated user of the Service Platform. You will never suggest to any Customer or anyone else that

you are an employee of or affiliated in any direct way with BabyQuip other than as an independent provider who uses the BabyQuip platform to provide IQP Services.

15.2 No Employment

BabyQuip and you are independent contractors. You understand and acknowledge that (a) these

Terms are not an employment agreement, nor do they create an employment relationship, between us and you and (b) no joint venture, partnership, or agency relationship (other than that as agent for collection of Customer Payment) exists between us and you.

15.3 No Authority to Make Commitments for Us

You have no authority to bind us, nor may you hold yourself out as an employee, agent or authorized representative of us. Where, by implication of mandatory law or otherwise, you may be deemed an agent or representative of us, you will indemnify, defend (at our option) and hold us harmless from and against any claims by any person or entity based on such implied agency or representative relationship.

15.4 Close of the Relationship

When you stop being an Independent Quality Provider: (a) your right to access and use the Platforms will immediately cease and your BabyQuip account will be deactivated; (b) your right to use the BabyQuip Data and the BabyQuip Mark will immediately cease; and (c) these Terms will terminate (except Sections 8 and 9, which continue for so long as any Customer Payments or fees due to us remain outstanding, and except Sections 11, and 13-17, and any other Section which logically should continue, all of which continue indefinitely). Stopping being an IQP / termination of these Terms will not relieve you of any obligations arising or accruing prior to termination or limit any liability you otherwise may have to us, including any indemnification obligations you may have.

16. Miscellaneous Terms

16.1 Severability

If any provision of these Terms is or becomes invalid or nonbinding, the parties will remain bound by all other provisions hereof. In that event, the parties will replace the invalid or nonbinding provision with provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or nonbinding provision, given the contents and purpose of these Terms.

16.2 Assignment

You may not assign or transfer these Terms or any of your rights or obligations hereunder, in whole or in part, without our prior written consent.

16.3 Entire Agreement

These Terms, including the BabyQuip Policies referenced herein, constitute the entire agreement and understanding of the parties with respect to your participation in the Program and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding your participation in the Program.

16.4 No Waiver

If we fail to enforce any right or provision in these Terms, the failure will not constitute a waiver of that right or provision.

16.5 Interpretation

In these Terms, the words "including" and "include" mean "including, but not limited to." Section headings are for convenience of reference only and shall not affect the meaning of any provision of these Terms.

16.6 No Third-Party Beneficiaries

There are no third-party beneficiaries to these Terms. Nothing contained in these Terms is intended to or will be interpreted to create any third-party beneficiary claims.

16.7 Notices

Any notice delivered by us to you will be delivered (a) by email to the email address associated with your account or (b) by the Communication Platform. Any notice delivered by you to us will be

delivered via the Communication Platform.

16.8 Feedback

You may provide us with comments, suggestions, enhancement requests, recommendations or other feedback arising out of your experience with the Service Platforms and/or your provision of IQP Services (collectively "**Feedback**"). If you do provide Feedback, you assign to us all right, title, and interest, including any intellectual property rights therein, and agree not to assert any "moral rights", in and to the Feedback. Where such assignment is not effective, you grant us a world-wide, perpetual, irrevocable, transferable, sub-licensable, royalty-free, non-exclusive, and unrestricted license to copy, reproduce, adapt, transmit, edit, modify, or otherwise use, publicly display, distribute, translate and create compilations and derivative works from, any and all Feedback (in any format or media) that you submit to or through, the Platform. Further, you understand and acknowledge that we will own all right, title and interest, including intellectual property rights therein, in and to any enhancements to the Service Platform or other services offered by us or any of our affiliates, or any new services developed by us or any of our affiliates, based upon or otherwise incorporating your Feedback.

16.9 Legal Mandates

BabyQuip may take any action it determines is reasonably necessary to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, including the measures described in Section 3.3 (Suspension or Cancellation of Access to Platforms and Provision of Services).

17. Governing Law; Class-Action Waiver, Dispute Resolution and Arbitration

17.1 Governing Law

Excluding individuals resident in the province of Quebec who are "consumers" under the law of that province, these Terms will be governed by the laws of the State of California, without regard to the choice of law or conflicts of law provisions of any jurisdiction. Any arbitration proceedings will be governed by federal arbitration law and by the JAMS, Inc. ("**JAMS**") rules. Both parties submit to the exclusive jurisdiction of the state and federal courts located in the State of California for enforcement of arbitral awards or for temporary or preliminary injunctive relief for the limited purpose of avoiding immediate and irreparable harm, which will not be subject to the requirements of Section 17.3 or Section 17.4.

17.2 Class Action Waiver

Except as set forth in the binding arbitration provision below, and excluding individuals resident in the province of Quebec who are "consumers" under the law of that province, to the extent permitted by applicable law, both you and BabyQuip waive the right to a trial by jury and the right to bring or resolve any dispute as a class, consolidated, representative, collective, or private attorney general action. Both you and BabyQuip waive the right to participate in a class, consolidated, representative, collective, or private attorney general action related to any dispute that is brought by anyone else. Notwithstanding any provision in the JAMS rules to the contrary, an arbitrator shall not have the authority or any jurisdiction to hear the arbitration as a class, consolidated, representative, collective, or private attorney general action or to consolidate, join, or otherwise combine the claims of different persons into one proceeding.

17.3 Dispute Resolution

This section applies to the extent permitted by applicable law, and excludes individuals resident in the province of Quebec who are "consumers" under the law of that province.

Step 1: Amicable Resolution

In the event of any dispute or disagreement arising out of, relating to or in connection with these Terms or your participation in the Program, the parties will use their best efforts to resolve the dispute

by good faith negotiation and mutual agreement. If the parties are unable to resolve any dispute through negotiation, the parties will, at the election of one or both parties, first attempt to settle the dispute through a nonbinding mediation proceeding. If any party to such mediation proceeding is not satisfied with the results thereof, or neither party elects to engage in a mediation proceeding, then any unresolved disputes will be finally settled in accordance with a binding arbitration proceeding. In no event will the results of any mediation proceeding be admissible in any arbitration proceeding.

Step 2: Optional Non-binding Mediation

Any party may commence a mediation proceeding. Any mediation proceeding between the parties will be conducted through JAMS and will be nonbinding on the parties thereto. Mediation is less formal than arbitration – it is a facilitated negotiation process where the parties agree upon the procedures to be followed – there are no rules of evidence or set procedures for the presentation of facts or positions. (Notwithstanding the foregoing, any international dispute would be subject to the JAMS International Mediation Rules.)

The parties will select one neutral JAMS mediator with expertise in the area that is in dispute. The mediator will schedule the preliminary meeting and all mediation sessions. If an in-person preliminary meeting or mediation session is required, it will take place in San Francisco, California, or such other place as agreed by the mediator and all of the parties. If any party involved is not satisfied with the results of the mediation, that party may commence an arbitration proceeding.

Step 3: Binding Arbitration

Except for disputes relating to the infringement of your or BabyQuip's intellectual property (such as trademarks, trade dress, copyright and patents) or where BabyQuip is seeking injunctive relief (the "**Excluded Disputes**"), you and BabyQuip each agree to finally settle all disputes only through arbitration. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except for Excluded Disputes, any claim, suit, action or proceeding arising out of or relating to these Terms or your use of the IQP Services will be resolved solely by binding arbitration before a sole arbitrator under the Streamlined Arbitration Rules and Procedures of JAMS or any successor to JAMS (or, in the case of an international dispute, the International Arbitration Rules of JAMS or any successor to JAMS). In the event JAMS is unwilling or unable to set a hearing date within thirty (30) days of the filing of a "Demand for Arbitration," then either party can elect to have the arbitration administered by another mutually agreeable arbitration administration service that will hear the case. If an in-person hearing is required, then it will take place in San Francisco, CA or – if required by the JAMS rules (or the rules of any alternate arbitration service used by the parties) – in or near your city of residence. The federal or state law that applies to these Terms will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions or class arbitrations; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, or for any Excluded Disputes, then the agreement to arbitrate does not apply and the dispute must be brought in a court of competent jurisdiction in San Francisco, CA. Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event will you seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation or exploitation of the IQP Services or any other property of BabyQuip (provided that nothing in these Terms will restrain a California resident's right (if any) under applicable law to seek public injunctive relief in accordance with this dispute-resolution provision).

You and BabyQuip agree that, in the event that there are fifty or more individual requests for arbitration of a similar nature filed against BabyQuip within an approximately thirty-day period (or otherwise in close proximity), JAMS will administer all such similarly situated arbitration demands on a collective basis as a single, consolidated arbitration (subject to a single set of fees, proceeding schedule, and, if required, hearing) before a single arbitrator in accordance with the requirements outlined elsewhere in this section, provided that – in the event that the arbitrator deems it impracticable or inequitable to administer all such claims collectively in a single arbitration – (s)he may group demands for arbitration into groups of not fewer than twenty matters, plus a remainder

group as needed (or as otherwise deemed by the arbitrator to be practicable, equitable, and in best keeping with the spirit of this provision) and arbitrate each group of matters as a single, consolidated arbitration (either structure a "**Batch Arbitration**"). You and BabyQuip agree (1) to work with JAMS in good faith to facilitate the resolution of disputes on a Batch Arbitration basis and (2) that requests for arbitration are of a "similar nature" if they arise out of the same event, agreement, or factual scenario and raise the same or similar legal issues and seek the same or similar relief. Disagreements over the applicability of this Batch Arbitration process will be settled in a single, consolidated arbitration proceeding that includes all affected parties and is resolved by a single arbitrator subject to the requirements of this section. This Batch Arbitration provision shall in no way be interpreted as authorizing a class or collective arbitration or action of any kind, or any suit or arbitration involving joint or consolidated claims, under any circumstances other than those expressly set forth in this section.

17.4 Severability/Unenforceability

In the event that any portion of this Section 17 is deemed illegal or unenforceable, such provision shall be severed and the remainder of this Section 17 shall be given full force and effect. In the event that your agreement to have any unresolved dispute finally settled via binding arbitration is unenforceable, you agree: (a) that the laws of the State of California will govern any dispute arising out of or in connection with these terms, without regard to conflicts of laws provisions, (b) to venue in the federal courts located in San Francisco, California, and to waive any claims based upon improper or inconvenient venue or lack of jurisdiction, and (c) that Section 17.2 will apply.

18. Contact Us

If you have any questions about these Terms or our Services, you may contact us at:

Notices at Babyquip.com

Phone: 201-695-8094

Email: notices@babyquip.com

Mail:

BabyQuip

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STE C-584-30598

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