

# Terms of Service for Helperly, Inc

**October 2024**

Welcome! These Terms of Service cover your access to and use of Helperly Connect, a branch of Helperly, Inc, and Helperly.com (“Site”) and the services we provide through Helperly Connect (“Services”), please take a moment to read them carefully, they create a legally binding contract.

We might update or tweak these Terms of Use, the Sites, or the Services occasionally. If we do, we'll let you know by changing the date at the top of the Terms and, sometimes, we might even give you a heads-up (like a notice on our homepage or a quick notification). If you keep using the Sites or Services after we post the changes, you are agreeing to be bound by the new terms. It's always a good idea to check back now and then to ensure you are aware of any updates. If you don't agree with any changes, you'll need to stop using the Sites and Services right away.

These Terms of Use don't change any other agreements you might have with us for other services or products. Sometimes, there might be extra legal notices or terms that apply to your use of the Sites or Services ("Additional Terms"). If these apply, we'll make sure you can access them either through the Services or separately. Together, these Terms of Use and any Additional Terms create a legally binding agreement between you and us. So, please read everything carefully! If there's ever a conflict between these Terms and any Additional Terms regarding the Services, the Additional Terms will take priority.

By using our Sites and Services, you're confirming that you're of legal age to form a contract and that nothing in your local laws prohibits you from using them. If you are using our Sites and Services on behalf of another, you are representing and agreeing that you have legal authority to do so.

PLEASE NOTE THAT THESE TERMS OF USE CONTAIN A MANDATORY AND BINDING ARBITRATION, CLASS ACTION WAIVER, AND WAIVER OF RIGHT TO JURY TRIAL CLAUSE, WHICH AFFECTS YOUR RIGHTS REGARDING HOW TO RESOLVE ANY DISPUTE WITH HELPERLY. PLEASE READ IT CAREFULLY.

## **1. Services Provided**

Helperly, Inc provides a platform that connects individuals over the age of 65 with event hosts, individuals, and/or businesses to facilitate engagement in various activities through our Helperly Connect online platform and in-person services. These services are designed to support seniors in maintaining their independence while offering connection, learning opportunities, and interaction with others.

## **INDEPENDENT SERVICE PROVIDERS**

Because Helperly provides information and connects individuals with opportunities to participate in activities and services provided by others, we refer to these service providers as “Care Partners“ Please note that all service providers offering their services through the Helperly Connect platform operate as independent contractors or independent business owners and are not employees, agents, or representatives of Helperly, Inc. Helperly, Inc merely provides a platform to connect users with service providers and does not have control over the quality, timing, legality, failure to provide, or any other aspect related to the services provided by these independent contractors.

By using the Helperly Connect platform, you acknowledge and agree that Helperly, Inc is not responsible for any damage, loss, injury, or any other claims that may arise from participating in any services or activities offered on the platform. If you have any concerns or issues with the services provided, it is your responsibility to address them directly with the service provider.

By participating in any program or service provided by our independent service providers, you acknowledge and agree that you will not hold Helperly, Inc responsible for any damage, loss, or injury of any kind, whether physical, mental, emotional, financial, fiduciary, or the like, that may result from participating in the program or service. You also acknowledge and agree that you have a duty and responsibility to read, understand, accept, and comply with all applicable guidelines, rules, regulations, timelines, or any other information provided by our independent service providers when participating in the programs or services they offer.

## **2. User Eligibility**

To use Helperly Connect services, users must be at least 18 years old. The services are primarily intended for individuals over 65, but caregivers and family members are welcome to use the platform to arrange services on behalf of their loved ones.

## **3. Account Registration**

Users must create an account to access Helperly Connect. When creating an account, users agree to provide accurate and complete information. Users are responsible for maintaining the confidentiality of their account information and for all activities that occur under their account.

## **4. Payment and Subscription**

Certain services provided by Helperly, Inc may require payment. Users agree to pay all fees associated with their selected services. Prices are subject to change, and users will be notified in advance of any changes to the fees. Subscriptions may be canceled at any time, subject to the terms of the specific subscription plan.

## **5. Cancellation and Refund Policy**

Users may cancel their services at any time. Refunds for canceled services will be provided in accordance with Helperly's refund policy, which is available upon request.

## **6. User Conduct**

Users agree to use Helperly Connect services for lawful purposes only. Users shall not engage in any activity that disrupts or interferes with the operation of the website or services provided. This includes, but is not limited to, using the platform for fraudulent or malicious purposes or violating any applicable laws or regulations.

## **PRIVACY AND CONSENT TO COMMUNICATIONS**

At Helperly, Inc, we respect and value the privacy of our users, clients, and partners. Our Privacy Policy outlines how we collect and use any personal information you share with us through our Site or Services. We encourage you to take a look at our Privacy Policy to get a clear picture of how your personal information is handled. By filling out forms on our site or sharing your information with us in any way, you agree to be contacted by us or our care partners through various means, such as phone, email, or mail. You can unsubscribe from any or all communication means. If you're using or considering using our Services, or other services provided through our platform, you allow us to share your details, including any information we might get from third parties, with our care partners to help us provide you with the best service possible. This consent remains in effect until you let us know you no longer wish to receive Services from us. If you desire to discontinue services with our independent service providers, you will need to contact them directly in the manner they outline to discontinue their services. However, we may still need to use or share your information for routine business purposes, like billing, until all matters are settled.

## **RECORDED TELEPHONE/VIDEO COMMUNICATIONS**

We may record or monitor telephone calls and video recordings between us to ensure quality service. By communicating with us over the phone, you agree to this practice.

## **CONSENT TO AUTOMATIC TELEPHONE DIALING SYSTEM**

By providing your phone number, you agree to receive calls or text messages from us and our care partners, even if these messages are sent using an automatic dialing system. This may occur even if your number is on a Do Not Call list. Please note that you are not required to consent to this as a condition of using our services. If you choose to opt out of this consent, you may contact us directly or click "Unsubscribe" or "Opt Out" or "Stop" depending on the messaging service being used.

## **PRIVACY POLICIES OF OUR PARTNERS**

You acknowledge and we recognize that services may be offered through our platform and provided by others who are independent of Helperly, Inc. These independent service providers may also collect your personal information. We encourage you to read and understand the privacy policies of independent service contractors providing services through our Site to better understand how they use the personal information they collect before engaging with them. In

some cases, the independent service provider may not have a written privacy policy and you may need to talk to them directly about how they handle the personal information you provide.

## **NO PROFESSIONAL ADVICE**

All the information, materials, content, and advice you find on our Sites or through our Services are for general informational purposes only. They're not meant to replace or substitute professional advice—whether that's financial, medical, legal, physical, or anything else. We're not liable for any actions you take based on information you read on the Site or that you may get through our Services. Helperly, Inc does not endorse any information, ideas, plans, actions, or thoughts that may be provided by others who may offer or provide Services through Helperly Connect. If you have specific concerns or needs, it's best to consult a qualified professional who's trained and licensed in that area. If a care partner is trained and licensed in that area and offers advice, Helperly, Inc is not liable. It is the information, ideas, plans, actions, or thoughts of the partner.

## **7. Limitation of Liability**

Helperly, Inc shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or inability to use our services, even if Helperly, Inc has been advised of the possibility of such damages. Helperly, Inc is not responsible for the conduct of any event hosts, businesses, or users on the platform.

## **8. Changes to Terms**

Helperly, Inc reserves the right to modify these Terms of Service at any time. Changes will be posted on this page, and users are encouraged to review the terms periodically. Continued use of the services after any such changes constitutes acceptance of the new Terms of Service.

## **9. Governing Law**

These terms and conditions are governed by the laws of the State of Utah. Any disputes arising from the use of Helperly's services shall be resolved in the courts of Utah.

## **COPYRIGHT INFRINGEMENT & DMCA NOTICES**

If you believe that something on our site is using your copyrighted material without permission, you (or someone acting on your behalf) can let us know by sending an email to the following address: [info@helperly.com](mailto:info@helperly.com). Please include "Copyright Infringement" in the subject heading of the email. Please keep in mind that we can't process your complaint if it's incomplete or not filled out correctly. Also, be aware that making false claims about copyright infringement could make you liable for damages.

Here's what to include in your notice:

1. A clear description of the copyrighted work that you believe has been infringed.

2. A clear description of where on our site the alleged infringing material is located (a link to the specific content is helpful).
3. Your contact details, including your address, email, and phone number.
4. A statement saying you have a “good faith belief that the material claimed to be infringing is not authorized by the copyright owner, their agent, or the law.”
5. A statement that “the information in the notification is accurate, and under penalty of perjury, you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.”
6. Your signature (or the signature of the person authorized to act on behalf of the copyright owner).

Please make sure all the information is accurate

## **12. Contact Information**

For any questions or concerns regarding these Terms of Service, please contact us at [info@helperly.com](mailto:info@helperly.com).