

# HeyHelpy Platform Policies and Agreements

## Privacy Policy

HeyHelpy (“we” or “us”) is committed to protecting the privacy of our users. This Privacy Policy outlines what personal information we collect, how we use and share it, and the choices you have regarding your information. By using the HeyHelpy platform, you agree to the collection and use of information in accordance with this policy.

## Information We Collect

- **Information You Provide:** When you create an account or profile on HeyHelpy, we collect personal details such as your name, email address, phone number, physical address, date of birth, and payment information. You may also provide a profile photo, biography, and qualifications or certifications if you are registering as a tutor or babysitter (a “Helper”). This information is needed to facilitate connections between those offering services and those seeking them. If you are a parent creating an account for a minor, we may collect the child’s first name, age, and any relevant details for tutoring or care needs (with your consent).
- **Usage Data:** We collect data about how you use our platform. This includes messages you send through HeyHelpy, session booking details (dates/times of tutoring or babysitting sessions), feedback or reviews, and interactions with customer support. We also collect technical information when you use our website or app, such as your IP address, device type, browser, and cookies that track your preferences.
- **Background and Identity Verification (Helpers):** If you sign up as a Helper, we may collect additional information to verify your identity and background. This can include government-issued ID verification or background check information (e.g., criminal record check results) handled through a third-party service. We will obtain your consent before running any background checks. Any background information collected is used solely for safety vetting and is kept confidential.
- **Information from Third Parties:** We might receive information from third-party sources. For example, if payments are processed by a payment gateway, they may confirm payment statuses. If a user provides a referral code or comes from a partnered organization, we may receive basic info to honor the referral. We combine this with information you provide for use on our platform.

## How We Use Your Information

### HeyHelpy uses collected information to:

1. **Provide and Improve Services:** We use personal information to create and manage user accounts, connect clients with suitable Helpers, and facilitate communication and bookings. For instance, a parent's contact details are shared with a booked tutor to coordinate a session. We also use data to improve our platform's functionality and user experience over time.
2. **Payment Processing:** We use payment information (such as credit card details or bank info) to process fees for tutoring or babysitting sessions and to pay Helpers their earnings. All payments are handled securely via our payment processor; we do not store full financial account numbers on our servers.
3. **Safety and Verification:** Information like IDs or background check results are used to verify user identities and build trust on the platform. We may indicate on a Helper's profile whether certain verifications (e.g., background check, ID check) have been completed, but sensitive details are not made public.
4. **Communication:** We send transactional communications such as booking confirmations, session reminders, and account notifications. We may also send customer service messages or respond to inquiries you send us. With your permission, we might send occasional marketing or promotional emails about new features or offers; you can opt out of these at any time.
5. **Legal and Compliance:** We may use or disclose information as necessary to comply with applicable laws, regulations, legal processes or enforceable governmental requests. This includes using data to enforce our Terms of Use, to detect and prevent fraud, security, or technical issues, or to protect the rights and safety of our users and the public.

### How We Share Information

- **With Other Users:** In order to facilitate services, certain information is shared between users on the platform. If you are a client seeking a tutor or sitter, your first name and the general details of your request (e.g. subjects for tutoring or number and age of children for babysitting) will be visible to potential Helpers. When a booking is confirmed, both parties will see each other's full name and contact information (phone and/or email) to coordinate the service. Helpers' profiles (including first name, photo,

bio, qualifications, and ratings/reviews from other users) are visible to all users searching for services.

- **With Third-Party Service Providers:** We share information with trusted third parties that help us run our business. For example, we use payment processors to handle secure transactions – they receive the billing information needed to charge or pay users. We may use background check agencies to screen Helpers; they get the necessary personal details to perform checks (with consent). These providers are contractually bound to protect your data and only use it for the purposes we specify.

- **Legal Compliance and Protection:** We may disclose user information if required to do so by law or in a good-faith belief that such access, preservation, or disclosure is reasonably necessary to (a) comply with legal obligations or court orders; (b) respond to claims that content violates the rights of third parties; (c) enforce our terms and policies; or (d) protect the rights, property, or personal safety of HeyHelpy, our users, or the public.

- **Business Transfers:** If HeyHelpy is involved in a merger, acquisition, sale of assets, or similar transaction, user information may be transferred as part of that deal. We will notify users (for example, via email or a notice on our site) of any such change in ownership or control of personal information, as well as any choices you may have regarding your information.

We do not sell your personal information to third-party marketers. We also do not share your information with third parties for their own direct marketing purposes unless you give us permission.

## **Data Security**

We implement industry-standard security measures to protect your personal information from unauthorized access, alteration, disclosure, or destruction. This includes encryption of sensitive data (such as payment information) and storing data on secure servers. We limit access to personal data to authorized employees or contractors who need it to operate our services. However, please note that no method of transmission over the Internet or electronic storage is 100% secure. While we strive to protect your personal data, we cannot guarantee absolute security. You are also responsible for maintaining the security of your account by keeping your password confidential and using caution when providing information in public areas of the site.

In the event of a data breach that affects your personal information, we will notify you in accordance with applicable laws and regulations, and will take prompt action to mitigate the breach and prevent future occurrences.

## **Children's Privacy**

**No Users Under 13:** HeyHelpy is not intended for children under the age of 13. We do not knowingly collect or maintain personal information from anyone under 13 years old . Our platform requires that all users represent that they are at least 13 years of age . If we become aware that we have inadvertently collected personal data from a child under 13, we will take steps to delete that information promptly.

**Minors 13–17:** Users between 13 and 17 years old are permitted to use HeyHelpy only with the involvement and consent of a parent or legal guardian (see the “COPPA Parental Consent Agreement” section below for details). If you are a minor using our platform for tutoring or earning as a Helper, your parent/guardian must review and agree to our terms and policies on your behalf. We may ask for verifiable parental consent in order to allow a minor to participate. For example, a parent may need to sign a consent form or provide identification/verification before a 15-year-old can register as a tutor. Parents of minors using HeyHelpy can request to review the personal information we have collected from their child, ask that we delete it, and refuse to permit further collection or use of the child's information . We comply with the U.S. Children's Online Privacy Protection Act (COPPA), which imposes requirements on websites that collect personal information from children under 13 . While our service is not directed to children under 13, we extend similar caution to older minors: any personal data of users under 18 is handled with care and only with guardian consent.

## **Your Choices and Rights**

- **Access and Update:** You can access and update most of your personal profile information by logging into your HeyHelpy account and editing your profile or account settings. It is your responsibility to keep your information up to date. If you need assistance accessing information not available in your account settings, you may contact us for help.

- **Data Deletion:** You may request deletion of your account and personal data by contacting HeyHelpy support. Upon such request, we will delete or anonymize your personal information so it no longer identifies you, except as required to comply with legal obligations, resolve disputes, or enforce our agreements. Note that content you provided (such as reviews or messages) may remain on the platform in association with anonymized user information.
- **Marketing Communications:** If you have opted in to receive promotional emails or newsletters, you can opt out at any time by clicking the “unsubscribe” link in those emails or adjusting your notification settings. Transactional and service-related communications (like payment receipts or security alerts) cannot be opted out of, as they are necessary for using our service.
- **Cookies:** We use cookies and similar technologies to enhance user experience (for example, keeping you logged in or remembering your preferences) and to analyze site usage. You can control cookies through your browser settings, including blocking or deleting them, but note that some site features may not function properly without cookies. For more information on our use of cookies, see our Cookie Policy (if applicable).

## **Data Retention**

We retain personal information for as long as necessary to provide our services and fulfill the purposes outlined in this policy. For example, we keep your account information while your account is active. We may retain certain data after account deletion if needed for legal obligations (like maintaining transaction records for financial reporting), to resolve disputes, or to enforce agreements. When personal data is no longer needed, we will securely destroy or anonymize it.

## **Changes to this Privacy Policy**

We may update this Privacy Policy from time to time to reflect changes in our practices or for other operational, legal, or regulatory reasons. If we make material changes, we will notify users by email or by posting a prominent notice on our site prior to the change becoming effective. The “Effective Date” at the top of the policy will indicate when the latest changes were made. We encourage you to review this Privacy Policy periodically to stay informed about how we are protecting your information.

## Contact Us

If you have any questions or concerns about this Privacy Policy or our data practices, please contact us at [support@heyhelpy.com](mailto:support@heyhelpy.com) or by mail at: HeyHelpy Privacy Department, [Address]. We will do our best to address your inquiries and resolve any concerns. Your privacy is important to us, and we are committed to safeguarding your personal information.



## Terms of Use

These Terms of Use (“Terms”) govern your access to and use of the HeyHelpy platform, which connects clients seeking tutoring or childcare services with independent providers of those services (“Helpers”). By accessing or using HeyHelpy’s website, mobile app, or services (collectively, the “Services”), you agree to be bound by these Terms. If you do not agree, you may not use the Services. We may update these Terms occasionally, and will notify users of any material changes. Continued use of the platform after changes means you accept the new Terms.

### 1. Eligibility and Account Registration

- **Minimum Age:** You must be at least 13 years old to use HeyHelpy’s Services, and you must be at least 18 to create an account to request services (such as hiring a babysitter) or to pay for services. Individuals under 18 may create an account only for the purpose of offering tutoring services as a Helper or for receiving tutoring, and only with parental consent and supervision (see COPPA Parental Consent Agreement). We do not permit any use by children under 13 years of age . If we determine that you are under 13, we will terminate your account immediately.

- **Parental Consent for Minors 13–17:** If you are between 13 and 17 years old, a parent or legal guardian must review these Terms and accept responsibility for

your use. By allowing a minor (13–17) to use HeyHelpy, the parent/guardian consents to these Terms and all policies, and agrees to be responsible for the minor’s activity on the platform . Parents of minors using the platform assume full responsibility for: (a) the online conduct of that minor; (b) monitoring the minor’s use of the Services; and (c) the consequences of the minor’s use of the Services . If you are a parent/guardian, you must supervise minors during any in-person sessions arranged through HeyHelpy as appropriate, and ensure the environment is safe.

- **Account Setup:** When you register, you agree to provide accurate, current, and complete information about yourself and to keep it updated . You are responsible for maintaining the confidentiality of your account login credentials and for all activities that occur under your account. Do not share your password with others. If you believe someone has accessed your account without permission, notify us immediately. We reserve the right to refuse registration, suspend, or terminate any account that we suspect is using false information or violating these Terms.

- **Account Types:** There are two main types of users on HeyHelpy – “Clients” (individuals such as parents or students seeking tutoring/babysitting services) and “Helpers” (tutors or babysitters offering services). You may have an account that allows you to be both a Client and a Helper if applicable. Additional identity or verification steps may be required for Helper accounts (such as ID verification or background checks). You must use your account only for its intended purpose (e.g., do not sign up as a “Helper” if you intend only to hire others, and vice versa, without appropriate authorization).

## **2. Scope of Services and Marketplace Role**

- **Platform Provider:** HeyHelpy is a neutral online marketplace that facilitates introductions and agreements between Clients and Helpers. We enable Clients to post jobs or service requests and to find Helpers who offer tutoring or babysitting, and enable Helpers to create profiles and offer their services. HeyHelpy itself does not provide tutoring or childcare services; all services are delivered by independent Helpers who are not employees or agents of HeyHelpy . HeyHelpy does not direct or control the day-to-day work of Helpers or the methods by which they provide services.

- **No Employment Relationship:** No employment, agency, joint venture, or partnership is created between HeyHelpy and any user by these Terms. Helpers are independent contractors using the platform to offer their services, not employees of HeyHelpy . As such, Helpers are responsible for any obligations they may have as service providers (for example, any required insurance, tax reporting, or permits). HeyHelpy does not withhold taxes or provide benefits for Helpers; it is the responsibility

of Helpers to comply with any legal requirements for offering services (such as minimum age to work, work authorization, or labor laws applicable to minors).

- **User Responsibilities:** HeyHelpy is not responsible for the conduct of any user, whether Client or Helper . All information in user profiles, job postings, reviews, and communications is provided by the users themselves and is not verified or guaranteed by HeyHelpy . We may, at our discretion, perform certain screening (such as background checks or identity verification on Helpers), but we do not guarantee the completeness, accuracy, or currency of any user's profile or credentials. Users must do their own due diligence before engaging in an in-person meeting or agreeing to any service . For example, Clients should review Helper profiles, ratings, and, if applicable, background check status, and may ask for references or conduct interviews. Likewise, Helpers should ensure they are comfortable with the Client and the job details. Both parties are responsible for exercising caution and common sense in all interactions. (See also the "Liability Disclaimer & Waiver" section below).

- **No Guarantees:** HeyHelpy does not guarantee that Clients will find a suitable Helper for their needs, nor that Helpers will find work through the platform. We simply provide tools for connection. We also make no guarantee regarding the outcome or quality of the tutoring or babysitting services provided by Helpers. Any opinions or statements expressed by users (including tutoring advice or babysitting instructions) are those of the individual and not endorsed by HeyHelpy . While we strive to create a safe and reliable platform, we cannot guarantee 100% safety, accuracy, or success. Users accept that engaging in services via HeyHelpy is at their own risk and discretion.

### **3. User Conduct and Acceptable Use**

By using HeyHelpy, you agree to conduct yourself in a lawful, respectful, and responsible manner. Specifically, you agree to the following:

- **Accurate Information:** You will provide truthful information on your profile and in communications. Helpers must accurately describe their qualifications, experience, and identity. Misrepresentation or impersonation is strictly prohibited. Do not claim credentials you do not have, and do not create multiple accounts or false identities.

- **Professional Behavior:** When engaging in tutoring or caregiving sessions, both Clients and Helpers should behave professionally and safely. Harassment, discrimination, or abusive behavior of any kind is not tolerated. You agree to treat all users with respect, and to refrain from inappropriate conduct such as using profanity,



making threats, or engaging in any form of unlawful harassment (including on the basis of race, religion, gender, sexual orientation, disability, etc.).

- **Safe Interactions:** If meetings occur in person (e.g., a babysitting job at a client's home or an in-person tutoring session), both parties are responsible for choosing a safe, appropriate environment. We recommend initial meetings occur in public or with a parent/guardian present (especially if either party is a minor) until a level of trust is established. Physical or sexual abuse or any form of inappropriate contact is strictly forbidden and will be grounds for immediate termination of the account and possible referral to law enforcement. Helpers should never be alone with a child without the parent's consent, and should follow the "Helper Code of Conduct" guidelines at all times.

- **No Commercial or Unauthorized Use:** You will use HeyHelpy only for personal tutoring and caregiving arrangements, not for any other commercial purpose. You will not use the platform to recruit or solicit Helpers or Clients for other services, compete with HeyHelpy, or conduct any business not permitted by these Terms. You also agree not to use HeyHelpy for any fraudulent or illegal schemes (for example, money laundering, phishing, or attempting to obtain others' personal information under false pretenses).

- **No Spam or Misuse of System:** Do not spam other users with promotional content or requests. Do not use the messaging or booking system to send unsolicited advertising, junk mail, chain letters, or any other form of solicitation unrelated to tutoring/babysitting services. You also agree not to attempt to data-mine or scrape information from the platform, and not to use any automated means (bots, scripts) to access or use the Services in a way that sends more request messages to the HeyHelpy servers than a human can reasonably produce.

- **Platform Integrity:** You agree not to interfere with or disrupt the operation of HeyHelpy. This includes not attempting to circumvent any security or authentication measures, not introducing viruses or harmful code, and not attempting to overload or crash the system (no DDoS attacks, etc.). Do not reverse-engineer or attempt to extract the source code of our software.

- **Content Restrictions:** Any content you post or send via HeyHelpy (profiles, messages, reviews, etc.) must be appropriate and lawful. You will not post content that is obscene, pornographic, defamatory, encourages criminal behavior, or violates any third-party rights (including intellectual property rights). We reserve the right to remove or modify any content that violates these standards or our policies.

If you witness or experience any user behavior that violates these rules or seems unsafe, please report it to HeyHelpy support immediately. We reserve the right to investigate and take appropriate action, including terminating accounts or involving law enforcement if necessary.

#### **4. Helper Obligations and Code of Conduct**

Helpers (tutors and babysitters) on HeyHelpy agree to uphold a high standard of conduct, as detailed in our Helper Code of Conduct section below. Key expectations include:

- **Professional Service:** Provide your tutoring or caregiving services with utmost care, attention, and professionalism. Be prepared for each session, follow any reasonable instructions or schedules provided by the client (such as a bedtime routine for babysitting or a study plan for tutoring), and focus on the needs of the student/child during the session .
- **Punctuality and Reliability:** Show up on time for all scheduled sessions . If an emergency or unforeseen event prevents you from attending on time, notify the client as soon as possible and make appropriate arrangements (such as rescheduling). Repeated cancellations or no-shows by a Helper may result in suspension or removal from the platform.
- **Honesty and Integrity:** Represent your skills and qualifications honestly on your profile . Do not accept jobs that you are not competent or certified to perform. Handle any payments through the HeyHelpy platform as required, and do not solicit clients to pay you off-platform or “under the table” — circumventing the platform’s payment system is against these Terms . Keep communication on the platform as much as possible, both for record-keeping and safety.
- **Follow Laws and Policies:** Abide by all applicable laws and regulations while providing services (for example, if you are driving to a client’s home, follow traffic laws; if you are tutoring, comply with any testing rules if you help with exam prep, etc.). If you are a minor Helper, ensure your parent/guardian is informed about your engagements and that you comply with any labor laws or curfews applicable. Do not engage in any activity that could put a child in danger; use good judgment and prioritize the child’s well-being in babysitting scenarios (no substance use on the job, no leaving children unattended, etc.).
- **Confidentiality:** Respect the privacy of the families and students you work with. Any personal information you learn about clients through providing services

(names, home addresses, family situations, academic info) should be kept confidential and used only for the purposes of delivering the service. Do not share or reuse any such information outside of the job. Similarly, any academic materials or personal student data accessed during tutoring should be handled discreetly.

- **Feedback and Ratings:** Understand that clients may leave reviews and ratings about your services. Strive to maintain a high standard to build a good reputation. Do not retaliate against clients for negative feedback; instead, aim to constructively resolve any issues. You may also rate clients, but be fair and truthful.

By agreeing to these Terms and undertaking jobs via HeyHelpy, Helpers acknowledge that they are solely responsible for their actions and any consequences thereof while performing services. Failure to adhere to our Code of Conduct or these Terms can result in account termination and potential legal action if warranted.

## **5. Payment Terms**

- **Pricing and Fees:** For each tutoring lesson or babysitting appointment, the Helper may set an hourly rate or fixed fee, or a rate is agreed upon between Client and Helper through the platform. The platform may also charge a service fee or commission on transactions (for example, adding a small percentage or fee on top of the Helper's rate, or deducting it from the Helper's earnings). Any such fees will be disclosed to you before you finalize a booking. By confirming a booking, the Client agrees to pay the quoted fees and any applicable taxes.

- **Payment Process:** Clients must have a valid payment method on file (credit card, debit card, or other accepted method) when booking a service. The Client's payment method may be authorized for the estimated amount when a booking is made. For one-time sessions, the charge is typically completed when the session occurs (or shortly after). For ongoing arrangements or subscription services (if any), charges may occur on a recurring schedule as agreed. Helpers will receive payment through the HeyHelpy system, which will transfer the client's paid amount (minus any HeyHelpy service fees) to the Helper's account on file (e.g., via direct deposit or other payout method), usually after the service is completed.

- **No Off-Platform Payments:** Clients and Helpers must not circumvent the platform's payment system. Paying or receiving payment outside of HeyHelpy for jobs found through HeyHelpy is a violation of these Terms. This rule is in place to ensure proper handling of cancellations, refunds, and to uphold platform safety measures and

fees. Violations may result in account removal. If a user suggests making a payment in cash or via a third-party payment outside the app, please report it.

- **Cancellation and Refunds:** Payments and refunds in cases of cancellation are governed by our Cancellation & Refund Policy (see below for details). Generally, if a Client cancels a confirmed session, they may be entitled to a full or partial refund depending on the notice given. If a Helper cancels, the Client will not be charged and any hold on funds will be released or refunded. Specific conditions are outlined in the Cancellation & Refund Policy section. By using the platform, both Clients and Helpers agree to honor the cancellation policy and accept any applicable charges or forfeitures.

- **Disputed Charges:** If you believe there has been an error in billing or wish to dispute a charge, you must contact HeyHelpy support within a reasonable time (for example, within 30 days of the charge). We will investigate the issue and, if appropriate, arrange a correction or refund. Clients should note that disputing a charge (for instance, through a credit card chargeback) without contacting us may lead to account suspension if we believe the charge was valid under these Terms. Likewise, Helpers disputing their payout should reach out promptly. We aim to resolve billing issues fairly.

- **Taxes:** The fees and rates quoted on the platform do not typically include any taxes. As a Client, you may be responsible for any applicable taxes on the services received (some jurisdictions might levy tax on tutoring or babysitting services). As a Helper, you are solely responsible for reporting and paying any taxes on your income earned through HeyHelpy, in accordance with the laws that apply to you. HeyHelpy is not responsible for withholding income taxes, social security, or other payroll taxes for Helpers, as they are independent contractors.

## **6. Background Checks and Safety**

- **Background Screening (Helpers):** HeyHelpy may offer or require background checks for Helpers to enhance trust and safety on the platform. By enrolling as a Helper, you consent to such screening processes as allowed by law. This may involve a criminal record check, sex offender registry check, or identity verification through a third-party service. If a background check is required, you will be informed and asked to provide necessary information (and possibly pay a screening fee or have a hold until the check is complete). We will obtain any legally required authorization or consent forms from you. Note: Even if background checks are performed, HeyHelpy does not guarantee that any individual has no criminal history or is otherwise safe or suitable – background checks might not catch all issues, and not all Helpers will necessarily have been checked unless explicitly indicated.

- **Reliance on Background Info:** Clients should understand that a “background verified” badge or similar on a profile means the person passed a check at a point in time, but it is not a warranty of safety. Clients should still exercise judgment and follow safety guidelines when hiring a Helper. HeyHelpy and its affiliates disclaim any liability for the results of background checks or for any harm that arises from a Helper’s conduct, even if they have passed a background check .
- **User Screening and Communication:** We encourage users to communicate through HeyHelpy’s messaging system before meeting in person. Do not hesitate to ask questions to ensure the other party is a good fit (for example, a client might ask a tutor for references or experience with a particular subject; a tutor might ask a parent about any special needs of a child). Trust your instincts – if anything about the interaction raises red flags, you are not obligated to proceed. Report any user who violates our policies or makes you feel unsafe.
- **Emergency Situations:** In case of an emergency during a session (health emergency, accident, or any situation where someone is in danger), first call local authorities or emergency services. Once safe, you should report the incident to HeyHelpy so we can take appropriate measures (which may include assisting law enforcement, deactivating an offending user’s account, or updating our safety procedures).
- **Safety Resources:** HeyHelpy may provide safety tips or resources on our website (such as a safety FAQ for meeting strangers, guidance for supervising online tutoring sessions, etc.). These resources are provided for informational purposes to help you have a safe experience, but they are not exhaustive. Ultimately, users must assume responsibility for the risks inherent in meeting new people and allowing them into your home or interacting with minors .

## **7. Reviews and Feedback**

After a tutoring session or babysitting job is completed, Clients may have the opportunity to rate and review the Helper, and Helpers may similarly review the Client. These reviews are intended to foster accountability and help other users make informed decisions.

- **Honest Feedback:** Reviews should be honest and based on actual firsthand experiences. We do not edit reviews for content unless they violate our content guidelines (e.g., contain hate speech or personal info). However, we may remove or redact reviews that are proven to be fraudulent or irrelevant.

- **No Retaliation:** Users agree not to harass or threaten each other over feedback. A Helper cannot demand a Client remove a negative review as a condition for providing a refund, for example. Any attempt to manipulate reviews (such as offering discounts for positive reviews or colluding to falsely inflate ratings) is prohibited.
- **Platform Use of Feedback:** HeyHelpy may use the feedback and ratings in user profiles and elsewhere on the site. By posting a review, you give us permission to publish it. We may also aggregate review information for overall platform statistics.

## **8. Termination and Account Cancellation**

- **By You:** You may stop using HeyHelpy at any time. If you wish to delete your account, you can do so in the account settings or by contacting support. Keep in mind that if you have any pending obligations (upcoming sessions, unpaid invoices, etc.), you should resolve those before closing your account. Also, historical data (like receipts or reviews you've given) may remain part of the platform's records even after deletion, as described in the Privacy Policy.
- **By HeyHelpy:** We reserve the right to suspend or terminate your access to the Services at our sole discretion for any reason, including but not limited to: violation of these Terms or any other policy, engagement in inappropriate or unsafe behavior, actions that cause legal risk to the company or other users, or inactivity of an account. In most cases, we will provide notice of termination or suspension, but we may not if the situation calls for immediate action to protect the safety of our community or the integrity of our platform.
- **Effect of Termination:** If your account is terminated or deactivated (by you or us), you will lose access to the account and data associated with it, except as otherwise provided in the Privacy Policy (e.g., we may retain certain information for record-keeping). If you are a Helper, any upcoming bookings will be canceled and clients fully refunded. If you are a Client, any upcoming sessions will be canceled; refunds will depend on the circumstances (if you were removed for cause, possibly not). Sections of these Terms that by their nature should survive termination (such as payment obligations for past services, disclaimers of warranties, limitation of liability, and indemnification) will continue to apply even after the account is closed.

## **9. COPPA and Parental Controls**

As noted, minors (13–17) need parental consent to use the platform. We comply with COPPA for under-13 (we do not allow under-13 use at all), and we extend similar principles to older minors. Parents or guardians of a minor using HeyHelpy have the right to review and delete the personal information of their child from our system . For instructions on how to do so, contact our support. We also recommend that parents oversee their child’s interactions on the platform. If a parent discovers that a minor is misusing the platform or providing information without consent, please alert us.

## **10. Intellectual Property**

All content and materials on the HeyHelpy platform, including text, graphics, logos, button icons, images, software, and other material, are the property of HeyHelpy or its licensors and are protected by copyright, trademark, and other intellectual property laws. HeyHelpy grants you a limited, revocable, non-transferable license to use the platform for its intended purpose (booking or providing services). You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Users do not obtain any ownership interest in the platform or its content by using the Services. However, as a user, you retain ownership of the content you post (for example, the text of your profile or messages you send). By posting content, you grant HeyHelpy a worldwide, royalty-free, sublicensable license to use, reproduce, modify, and display that content as needed to provide the Services (for example, showing your profile to clients). We will handle personal data in content in accordance with our Privacy Policy.

## **11. Third-Party Links**

The HeyHelpy site or app may contain links to third-party websites or resources (for example, a blog post linking to an educational resource, or profile links to a tutor’s personal webpage). These third-party sites are not under our control, and we are not responsible for their content or any services they provide. Following a link to an external website is at your own risk. We encourage you to review the terms and privacy policies

of any third-party sites you visit. HeyHelpy does not endorse any third-party website unless explicitly stated.

## **12. Disclaimer of Warranties**

(See also Liability Disclaimer & Waiver below for additional protections and waivers.) HeyHelpy provides its platform and services “as is” and “as available,” without any warranty of any kind. While we strive for a high-quality user experience, we make no guarantees or warranties that the platform will meet your requirements or expectations, or that it will be uninterrupted, error-free, secure, or free from viruses. To the fullest extent permitted by law, HeyHelpy disclaims all warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement . We also do not warrant the accuracy or reliability of any information obtained through the platform (for example, we do not guarantee that any tutor’s given qualifications are true or that any parenting advice given via chat is correct). Any opinions, advice, or statements made by users are those of the respective user, not of HeyHelpy, and you should use your discretion in relying on them .

## **13. Limitation of Liability**

Under no circumstances will HeyHelpy or its affiliates, officers, employees, or agents be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or in connection with your use of (or inability to use) the platform or services, even if advised of the possibility of such damages. This includes, without limitation, any injuries, losses, or damages sustained during or as a result of tutoring or babysitting sessions arranged through HeyHelpy, any emotional distress, lost profits, loss of data, or damage to property, arising out of interactions between users.

Our direct liability to any user (if not disclaimed under these Terms and to the extent allowed by law) is limited to the greater of: (a) the total fees paid by you to HeyHelpy in the six months prior to the event giving rise to the liability, or (b) \$100 USD. Some jurisdictions do not allow the exclusion or limitation of certain damages, so some of these limitations may not apply to you. In such cases, liability is limited to the fullest extent permitted by law.



You acknowledge that the fees (if any) charged by HeyHelpy for use of the platform reflect this allocation of risk and the limitations of liability specified herein, and that HeyHelpy would not be able to provide the Services without such limitations.

#### **14. Indemnification**

You agree to indemnify and hold harmless HeyHelpy and its officers, directors, employees, and agents from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or related to: (a) your use of the Services; (b) your violation of these Terms or any policy incorporated herein; (c) your violation of any law or the rights of a third party in the course of using our platform; and/or (d) any content you provide to the platform. This means that if a third party (for example, another user or someone's insurance company) sues HeyHelpy because of something you did, posted, or how you used the service, you will be responsible for any costs and damages we incur (except to the extent that we contributed to the harm). You agree to cooperate fully as reasonably required in the defense of any such claim. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which case you will assist and cooperate with us in asserting any available defenses .

#### **15. Governing Law and Dispute Resolution**

This Agreement and any disputes arising from it or from use of the Services will be governed by and construed in accordance with the laws of [Jurisdiction] (without regard to its conflict of law principles). By using the platform, you agree that any legal action or proceeding arising under or relating to these Terms will be brought exclusively in the courts of [Jurisdiction], and you consent to the personal jurisdiction of those courts.

(Alternatively, if arbitration is used:) Arbitration Clause: Any dispute, claim, or controversy arising out of or relating to these Terms or the use of the Services that cannot be resolved through informal negotiation within 30 days shall be settled by binding arbitration on an individual basis in accordance with the rules of [Arbitration Body] then in effect. No class actions are permitted; you may only bring claims on your own behalf. Judgment on the arbitration award may be entered in any court having jurisdiction. By agreeing to arbitration, you are waiving your right to a trial by court or

jury for your claims. (This arbitration clause does not apply to claims that may not be subject to arbitration by law, and you may opt out of this clause by notifying us in writing within 30 days of first accepting these Terms.)

## **16. Miscellaneous**

- **Entire Agreement:** These Terms, along with the Privacy Policy, Helper Code of Conduct, and any additional policies or guidelines posted on the platform, constitute the entire agreement between you and HeyHelpy regarding the use of the Services. They supersede any prior agreements or understandings between you and us.
- **Severability:** If any provision of these Terms is found to be unlawful, void, or unenforceable, that provision will be deemed severable from the Terms and will not affect the validity and enforceability of the remaining provisions.
- **No Waiver:** HeyHelpy's failure to enforce any right or provision of these Terms does not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of HeyHelpy.
- **Assignment:** You may not assign or transfer your rights or obligations under these Terms without our prior written consent. We may assign our rights and obligations to an affiliate or in connection with a merger, acquisition, or sale of assets, or by operation of law.
- **Contact Information:** If you have any questions about these Terms, you can contact us at [support@heyhelpy.com] or at our mailing address: HeyHelpy Legal, [Address].

## **Helper Code of Conduct**

All Helpers (tutors and babysitters) on HeyHelpy are required to adhere to this Code of Conduct. These guidelines ensure a safe, positive, and professional experience for both Helpers and the families or students they serve. Violation of this Code of Conduct can result in disciplinary action, including suspension or termination of your HeyHelpy account.

**1. Commitment to Safety and Care:** Always prioritize the safety and well-being of the children or students under your care. Perform your tutoring or babysitting duties with 100% dedication to the task at hand, avoiding distractions. For babysitters, this means actively supervising children at all times, following parents' instructions, and doing everything in your power to protect the children's safety and welfare . For tutors, this means focusing on the student's academic needs and providing a supportive learning environment. Never engage in behavior that could put a child at risk (e.g., neglecting supervision, using any form of physical punishment, or exposing children to inappropriate content).

**2. Kindness, Respect, and Professionalism:** Treat both the children/students and the parents/clients with kindness, patience, and respect at all times . Maintain a friendly and courteous demeanor. Do not yell, insult, or belittle. As a tutor, use positive reinforcement and encouragement. As a caregiver, show warmth and understanding toward the children. Respect cultural, religious, and family values as communicated by the parents. Always behave professionally; remember you are in a position of trust.

**3. Reliability and Punctuality:** Be reliable. Only commit to jobs or lessons that you are confident you can attend and complete. Arrive on time for scheduled appointments . Punctuality demonstrates respect for the client's time and builds trust. If an unforeseen circumstance arises that will cause you to be late or prevents you from fulfilling an appointment, you must notify the client (and if necessary, HeyHelpy support) as soon as possible. Except in emergencies, avoid canceling at the last minute. Repeated cancellations, especially without good cause, are grounds for removal from the platform. Clients depend on you; do not accept a booking if you are not 100% sure you can honor it .

**4. Honesty and Integrity:** Always act with honesty. Accurately represent your skills, experience, and qualifications on your profile. Do not falsify or exaggerate credentials (e.g., claiming a degree you don't have). In your interactions, be truthful – for instance, if you don't know the answer to a student's question, admit it and work on it together rather than giving incorrect information. Financial integrity is also key: charge only for time worked and agreed expenses, and never attempt to arrange payment "off-platform" to avoid fees . Engaging clients outside of HeyHelpy for side deals undermines trust and is not allowed . Helpers found taking clients off the platform or handling payments outside may be removed from HeyHelpy.

**5. Confidentiality:** Respect the privacy of your clients. You may learn personal information about families or students in the course of your work (such as learning differences a student has, family routines, addresses, etc.). Keep this information confidential. Do not share stories or identifiable details about your clients with others or on social media. For example, do not post photos of the children you babysit on your personal social media. Protect any educational records or personal data of students under tutoring confidentiality laws (if applicable). This also means you should use discretion when communicating about the client: if you need advice from a fellow tutor or caregiver, anonymize details.

**6. Appropriate Boundaries:** Maintain professional boundaries at all times. As a Helper, you should not develop inappropriate personal relationships with the minors you work with. Babysitters and tutors should not exchange personal contact information with children beyond what is needed for the session (any communication about scheduling should involve the parent or through the platform). Do not befriend or follow minor clients on personal social media accounts. Physical contact should be appropriate and only as necessary (for example, a comforting hug to a small child if appropriate, but always respect a child's personal space and never touch inappropriately). For tutors, avoid any overly personal topics or intrusive questions – keep the relationship friendly but focused on the professional service. If you tutor online, ensure that your background and attire are appropriate for a school-like setting.

**7. No Harassment or Discrimination:** You must not engage in any form of harassment, discrimination, or abusive behavior towards clients or their children. This includes verbal, physical, sexual, or emotional abuse. Zero tolerance for any sexual advances or comments towards minors – any such behavior will be reported to law enforcement. Do not discriminate or show prejudices; provide equal quality service regardless of a family's background, race, religion, ethnicity, gender, etc. Every child and client deserves respect and fair treatment.

**8. Follow Instructions & House Rules:** For babysitters, each family may have “house rules” or specific instructions (e.g., screen time limits, dietary restrictions, bedtime routines). Abide by all reasonable instructions given by the parents. If you are unsure about a rule or it conflicts with the child's safety (for example, a parent allows something you think is unsafe), seek clarification or in an urgent safety situation use best judgment and then inform the parent. For tutors, follow the agreed-upon tutoring plan or goals.

Adapt to the student's learning style and the parent's objectives. However, also use your expertise to guide the learning effectively – communicate with the parent if you believe a different approach is needed.

**9. Communication:** Maintain clear and proactive communication with clients. Before a session, confirm details like time and location (or online meeting link). If you are a tutor, communicate any materials needed or preparation the student should do. During a babysitting job, give parents appropriate updates (e.g., a text that the kids are in bed, if that's expected). After sessions, be open to discussing with the client how things went. Inform parents of any noteworthy events (for babysitting: if the child had a minor injury or didn't eat well, etc.; for tutoring: progress made or challenges observed). Good communication builds trust and helps avoid misunderstandings .

**10. Personal Health and Fitness for Duty:** Do not attempt to work if you are unfit for duty. This includes refraining from providing services while under the influence of alcohol or drugs, or if you are ill to a degree that could endanger or impede proper care (for instance, if you have a contagious illness or are extremely fatigued). If you become sick or compromised, cancel the session with as much notice as possible. Maintain your personal health and hygiene out of respect for clients (e.g., show up neat and clean, and appropriately dressed).

**11. Compliance with Law:** Obey all laws relevant to your work. This includes not driving minors without proper licensing and insurance if transportation is part of the job, complying with any curfew or work hour restrictions for minors (if you, as a Helper, are under 18), and not engaging in illegal activities on the job. If required by law or by HeyHelpy policy, you agree to undergo background checks. If you have any legal obligations such as being a mandated reporter (for example, some tutors in certain jurisdictions might be mandated reporters of child abuse), make sure you follow those laws. In general, if you suspect a child is being harmed or is in danger (even outside of your sessions), you should report it to the appropriate authorities.

**12. Feedback and Continuous Improvement:** Be open to receiving feedback from clients and the platform. Learn from reviews or tips to improve your service. Likewise, if you have feedback for a client (e.g., suggestions to help the student's progress, or safety suggestions for the home environment), communicate it politely and constructively.

**13. No Off-Platform Solicitation:** As emphasized, do not solicit HeyHelpy clients for side arrangements outside the platform. Not only does this violate our terms , but it also removes the protections and structure that HeyHelpy provides (such as our secure payment system, cancellation support, and the accountability of reviews). All bookings with a client you met through HeyHelpy should be made through HeyHelpy.

**14. Represent HeyHelpy Well:** While you are an independent contractor, your behavior reflects on the trustworthiness of our community. Please conduct yourself in a way that upholds the reputation of the HeyHelpy platform. This means adhering to this Code not just during active sessions, but in any pre- or post-communication with clients.

Enforcement: HeyHelpy strictly enforces these rules. Complaints from clients or any evidence of misconduct may lead to investigation. Minor infractions may result in warnings or required training, while serious violations (such as abuse, theft, or endangering a child) will result in immediate termination and possible referral to law enforcement. Helpers who consistently uphold these standards will find more success and trust on our platform, while those who do not will be removed for the safety of the community.

Thank you for your dedication to providing excellent and safe service through HeyHelpy. By following this Code of Conduct, you help create a positive experience for families and ensure your own success as a Helper.

## **COPPA Parental Consent Agreement (for Users and Tutors Aged 13–17)**

**IMPORTANT:** This section must be reviewed and agreed to by a parent or legal guardian of any user who is under 18 years of age. If you are a minor (aged 13–17), your parent/guardian must provide consent for you to use HeyHelpy, whether you are registering to receive tutoring or to offer services as a Helper. This COPPA Parental

Consent Agreement outlines the conditions under which minors may participate on the platform, in compliance with the U.S. Children's Online Privacy Protection Act (COPPA) and general child safety principles.

By allowing your teen (age 13–17) to use HeyHelpy, and by providing your consent as described below, you, the parent or legal guardian, acknowledge and agree to the following:

**1. Parental Consent to Terms of Use and Policies:** You have read and understood HeyHelpy's Terms of Use and Privacy Policy, as well as the Helper Code of Conduct (if your child is signing up to be a Helper). You hereby consent to all the terms and conditions on behalf of your minor child. You agree that your child is bound by these Terms of Use just as if they were an adult user. You further agree that you shall be responsible for any breach of the terms by your child. This includes rules around behavior, payment, and safety. Essentially, you and your child will act in accordance with all HeyHelpy rules, and you accept the consequences if those are not followed.

**2. Account Creation and Information:** You consent to the collection of personal information from your child as needed to create a HeyHelpy account and use the services, as described in the Privacy Policy. This may include name, date of birth, contact information, profile details, and any other information your child or you provide about them. You affirm that the information provided at registration is truthful (such as your child's age). You understand that COPPA prohibits the collection of personal data from children under 13 without verifiable parental consent, and thus children under 13 are not allowed on HeyHelpy . Since your child is at least 13, this consent is focused on allowing participation with parental oversight. You have the right to review the personal information collected from your child, refuse its further use or collection, and delete it at any time by contacting HeyHelpy support .

**3. Scope of Child's Use:** Please indicate what scope of usage you consent to for your child:

- **Tutoring Services (Receiving Help):** If your child will be using HeyHelpy to find or receive tutoring, you acknowledge that they may interact with adult tutors on the platform. You agree to supervise these interactions appropriately. We strongly recommend that any initial contact with a new tutor happens while you are present (either in-person for live sessions or monitoring online sessions). You can choose to be the primary point of contact with tutors through your own account, or you may allow your teen to communicate directly. In either case, you consent to your child participating in tutoring sessions arranged via HeyHelpy. You will ensure that any in-person sessions

occur in a safe environment (such as at your home or a public place) and you or another responsible adult will be reasonably available if needed.

- **Babysitting Services (Hiring):** Generally, minors should not be hiring babysitters on their own. If for some reason your 13–17-year-old will be the one arranging childcare (for example, an older sibling arranging care for a younger sibling), you as the parent must still oversee the booking and assume responsibility. In most cases, only an adult should hire a babysitter, so by consenting here you confirm that you will be the one managing any babysitting requests.

- **Working as a Helper (Tutor/Babysitter):** If your minor child will be offering services on HeyHelpy (e.g., a 16-year-old offering tutoring, or a 17-year-old offering babysitting), you give permission for them to do so. You acknowledge that minors offering services may interact with adults who are clients. You agree to oversee your child's communications and arrangements. You are responsible for ensuring your child has the maturity and ability to perform the services safely and effectively. For in-person jobs (especially babysitting), you will take steps to verify the client's legitimacy (for instance, you might want to meet the family or at least have their information) and ensure your child's safety, such as being reachable during the job or even accompanying your child to the job location for introduction if appropriate. You understand that HeyHelpy treats minor Helpers as independent contractors with parental oversight – which means your child will be responsible for their conduct and you may need to assist them with logistical aspects like transportation to a job or managing their earnings.

**4. Parental Responsibilities:** As the parent/guardian, you agree that you will actively supervise and monitor your child's use of HeyHelpy. This includes:

- Monitoring the minor's access to and use of the Service (you might share the account credentials or otherwise ensure you can view their activity) .

- Overseeing communications (you should periodically check messages sent/received via the platform, and ensure no private off-platform contact is happening without your knowledge).

- Being aware of session schedules and locations – never allowing your child to go to a location or meet a stranger from the platform without your knowledge and consent.

- Ensuring that any time your child is providing services, they are in a safe environment and not in over their head. For example, if your 14-year-old is tutoring, make sure the subject matter and situation are appropriate; if your 17-year-old is babysitting, make sure they're not taking on something too risky (like caring for many young infants alone overnight, as an extreme case).



- You also agree to educate your child on essential safety precautions (such as not sharing unnecessary personal info, using the platform's features to keep things transparent, meeting in public first, etc.).

In short, you accept full responsibility for your child's actions on HeyHelpy and their interactions with other users . HeyHelpy is designed for adult-supervised use in the case of minors, and your involvement is key to a safe experience.

**5.Financial Responsibility:** You understand and agree that you (the parent/guardian) are financially responsible for any transactions made by your minor child on HeyHelpy. If your child books a paid service (e.g., a tutoring session), you are responsible for paying the fees. If your child earns money as a Helper, you may need to help manage their earnings (for instance, the payout might go to a bank account you control for their benefit, depending on legal requirements for minors). You agree to ensure that any required taxes or work permits (if applicable for a minor earning money) are taken care of. Essentially, you are the guarantor for your child's financial obligations or earnings on the platform. If your child incurs any charges, fees, or liabilities on HeyHelpy, you will cover them.

**6.Liability Release:** By consenting, you agree to release and hold harmless HeyHelpy (and its owners, employees, and agents) from any claims or liabilities arising from your minor child's use of the platform, to the fullest extent permitted by law . While HeyHelpy has policies and safeguards, you acknowledge that there are inherent risks in any in-person tutoring or caregiving arrangement. You assume those risks on behalf of your child. For example, if your child is hurt during a tutoring session or if your child causes damage while babysitting, you will not seek to hold HeyHelpy liable; instead, you will address such issues directly with the other party (and possibly through insurance or legal channels as appropriate, but not through claims against HeyHelpy, since HeyHelpy is not the direct provider of the service). You also understand that HeyHelpy does not provide insurance for minors engaged in services and that you may want to check your own insurance policies (such as homeowners or umbrella insurance) to see if your child's activities are covered.

**7.Right to Revocation:** You have the right to revoke this consent at any time. If you choose to revoke consent, you must notify HeyHelpy in writing (e.g., via email to support). Upon revocation, HeyHelpy will close your child's account and bar them from further use. Keep in mind that revoking consent does not retroactively cancel transactions that already occurred – for example, if your child has upcoming sessions scheduled, you should cancel those or inform us to cancel them. Revoking consent means your child can no longer use the platform, and we will treat any continued attempts to use it as unauthorized. We may retain certain information for

legal/regulatory reasons or to maintain business records, but we will not allow further collection or use of the child's info once consent is withdrawn.

**8. Confirmation of Authority:** By agreeing to this, you confirm that you are the parent or legal guardian of the minor in question and that you have the legal authority to consent on their behalf. HeyHelpy may require you to provide proof of this status (for example, by submitting a signed form, government-issued ID, or other verification methods) to ensure that consent is valid. We appreciate your understanding as we take extra steps to verify parental consent in compliance with COPPA's requirements for protecting children online .

How to Provide Consent: (Instructions for actual implementation – this might involve a form or a checkbox in the registration process). Typically, we might ask you to sign a digital consent form or respond to a verification email with a statement of consent. By completing that process, you indicate your agreement with all points above. If you have any questions or concerns about this agreement or your child's use of HeyHelpy, please contact our support team before proceeding.

By granting consent, you and your minor child gain the benefits of the HeyHelpy platform – your teen can learn or earn in a supervised setting – while we work together to ensure their experience is safe and positive. Thank you for your trust and for supervising your child's participation.

## **Cancellation & Refund Policy**

We understand that plans can change. This Cancellation & Refund Policy explains how cancellations are handled for tutoring and babysitting bookings on HeyHelpy, and what refunds may be available. Both Clients (who book services) and Helpers (who provide services) are expected to abide by these terms to ensure fairness for both parties. By booking a session or accepting a booking on HeyHelpy, you agree to the following cancellation and refund terms:

**For Clients (Those Who Book Services):**

- **Free Cancellation Window (Full Refund):** If you cancel a booked lesson or appointment more than 24 hours before the scheduled start time, you are entitled to a full refund of any fees paid for that session . We will refund 100% of the session price and any service fee to your original payment method. The Helper will not receive payment for the canceled session in this case .

- **Late Cancellation (Within 24 Hours):** If you cancel a session with less than 24 hours' notice before the start time, it is considered a late cancellation. In this scenario, a cancellation fee will apply. Specifically, if you cancel:

- **Between 24 hours and 1 hour before the session:** You may receive a partial refund, typically 50%. This means you forfeit 50% of the session fee as a late cancellation charge, which may be passed to the Helper to compensate them for the reserved time. (Example: You cancel 5 hours before a tutoring lesson – if the lesson was \$40, you might be refunded \$20 and the remaining \$20 goes to the tutor as a late cancellation fee.)

- **Less than 1 hour before the start time (or fail to cancel and simply do not show up at the session):** This is considered a last-minute cancellation or no-show. In this case, you will not be refunded the session fee – you will be charged the full amount as if the session took place, and the Helper will be paid for that time . This policy is in place because the Helper has set aside that time and likely cannot rebook it on short notice . We understand emergencies happen; if there were extenuating circumstances for your no-show or late cancellation, you can contact support and we may consider a one-time exception or credit at our discretion.

- **First-Time Grace (Client):** As a goodwill gesture, HeyHelpy may allow each client one “free” late cancellation within certain limits (for example, one cancellation with less than 24h notice without penalty, per user, per six-month period) . This is to account for true emergencies (sudden illness, etc.). After you’ve used your one-time grace, subsequent late cancellations will be charged as per policy. To use this exception, you should inform us of the emergency and we will record that the grace has been used.

- **How to Cancel:** To cancel a session, use the HeyHelpy app or website to find your upcoming bookings and select “Cancel.” The timestamp of your cancellation will determine which of the above rules apply. It’s recommended to also message the Helper to inform them, especially if it’s short notice, as a courtesy (the platform will notify them automatically of the cancellation, but personal communication is appreciated).

- **Rescheduling vs. Canceling:** If you wish to avoid cancellation fees and you still intend to do the session at a different time, you have the option to reschedule rather

than outright cancel. If you reschedule a session through the platform (with the agreement of the Helper) for a future date, the original booking is moved and not treated as a cancellation. However, rescheduling within 24 hours of the original session is subject to the Helper's approval – they are not obliged to accept a reschedule on short notice, and if they decline, it may be processed as a cancellation per the above terms. Always coordinate with your Helper; clear communication can often find a mutually agreeable solution.

- **Dissatisfaction with Services:** If a session did take place but you are extremely dissatisfied with the quality of the service, HeyHelpy's policy is generally that completed services are non-refundable (since the Helper's time and effort were spent). However, we do encourage you to rate and review the Helper honestly. In cases of serious issues (for example, the Helper was grossly unprofessional or did not deliver the service at all), you can contact HeyHelpy support to discuss what happened. We will investigate and may issue a refund or credit at our discretion in cases of confirmed service failure or misconduct. This is handled on a case-by-case basis and typically requires evidence or corroboration. Our priority is fairness – we want clients to be happy, but we also protect Helpers from fraudulent claims.

## **For Helpers (Those Providing Services):**

- **Client Cancellations:** If a client cancels a session in accordance with the rules above:

- For cancellations more than 24h in advance, you (the Helper) will not receive any payment for that session (and no cancellation fee) . The slot becomes free for you to potentially rebook with someone else.

- For late cancellations (within 24h), you will receive a payment per the policy: typically 50% of your rate if canceled 1–24h prior, or 100% of your rate if the client no-shows or cancels right before the start . This is effectively a late cancellation fee paid to you for the lost opportunity. This will be processed by HeyHelpy automatically from the client's payment. You are expected not to demand additional cash or penalties outside the platform.

- Do not mark a session as “completed” if it was canceled; the platform will handle the refund or payout appropriately. If a client tries to circumvent the system (e.g., asking you to accept a late cancellation without charging them), note that our policy exists to protect your time – you may refer them to this written policy. If you choose, out of goodwill, to not enforce a late fee (maybe for a very loyal client in an emergency), that is your choice, but we recommend letting the platform apply the rules to avoid misunderstandings.

- **Helper Cancellations:** We expect Helpers to cancel only when truly necessary. However, if you (the Helper) must cancel a session:
  - **With more than 24 hours notice:** Cancel through the platform as soon as possible so the client is informed and can make alternate plans. The client will be fully refunded and you will not receive any payment for that booking. While there is no financial penalty for giving >24h notice, repeated cancellations can harm your reputation and standing on HeyHelpy.
  - **With less than 24 hours notice:** This is strongly discouraged except in true emergencies. If you cancel within 24h of the session, the client will receive a full refund, and our system may record this as a late cancellation by you. HeyHelpy reserves the right to impose a penalty on Helpers for late cancellation. For instance, we might deduct a small fee from your account or reduce your visibility in search results after such an incident. In severe cases or repeated incidents, a monetary Late Cancellation Fee could be charged to you (for example, some platforms charge the helper a fixed fee for late cancellations) . Currently, HeyHelpy's policy is to issue a warning for the first offense, but multiple late cancellations could result in a fee or platform suspension . This is to encourage reliability. (Any specific fee amounts, if applicable, would be communicated to you if this situation arises; as of now, we handle it on a case-by-case basis.)
  - **No-Show by Helper:** If you fail to show up to a session without any notice, this is very serious. The client will receive a full refund and likely an apology/credit from HeyHelpy, and you may face immediate suspension. At minimum, a no-show without communication will incur any standard penalty fee (if one is in place) and a strike on your account. Again, our platform may remove Helpers who no-show even once, because trust is paramount.
  - **Emergencies:** We understand Helpers might have emergencies (sudden illness, accident, etc.). If something happens that prevents you from attending a session last-minute, communicate with the client and HeyHelpy as soon as you are able. We may choose to waive penalties if the circumstances were truly beyond your control and you have a good track record. Your priority should be alerting the client so they are not left in the dark. You might also help by suggesting a reschedule if possible, or by informing us so we can try to find a substitute Helper (though we cannot guarantee a replacement).
  - **Rescheduling by Helper:** If you want to reschedule instead of cancel, ask the client if they are willing. If both agree on a new time, use the platform to adjust the booking. This is typically a better solution than cancellation. However, if you repeatedly ask for rescheduling, clients may become frustrated, so use this sparingly.

## General Notes:

- **Processing Refunds:** When a refund is due to a client, we will process it back to the original payment method. Depending on the payment processor or bank, refunds can take about 5–10 business days to appear in the client’s account. If a client paid with a credit that was on the platform, the refund might be reissued as that credit. HeyHelpy will send a confirmation of the refund via email. If you have not received an expected refund after 10 business days, please contact support.
- **Cancellation Disputes:** In the rare case of a dispute about whether a cancellation occurred or when it was communicated (e.g., a client claims they gave notice, but the Helper disagrees), HeyHelpy will review the internal logs and communications. We require that all cancellations go through the platform precisely to have a clear record. If a client told a Helper verbally or via text outside the platform that they wanted to cancel, but didn’t officially cancel through HeyHelpy, we might still uphold the policy timing based on when the Helper was informed – but this will be a judgment call. To avoid such confusion, always use the app/website to cancel and message within HeyHelpy. Our decision on disputes will be final, though we strive to be fair and transparent.
- **Repeated Cancellations:** If either party demonstrates a pattern of cancellations, we may take further action. For Clients, frequent last-minute cancellations or no-shows might lead to warnings or account review; for Helpers, as noted, it can affect your standing or lead to removal. Our goal is to maintain a community of committed and respectful users.
- **Force Majeure:** There may be extraordinary circumstances (natural disasters, major power/internet outages, etc.) that make it impossible to carry out sessions. HeyHelpy may at its discretion issue refunds or not count such cancellations against users. For instance, if a blizzard shuts down the city and neither party can meet, we’ll generally facilitate a reschedule or refund without penalty to either side.
- **Contacting Support:** If you need any assistance with a cancellation or believe an exception should be made, please contact HeyHelpy support. We can manually adjust or refund in special cases and are here to help mediate issues.

In summary, this policy aims to be fair: Clients should give ample notice or expect to pay for late changes, and Helpers should honor commitments or expect consequences for last-minute cancellations. By booking on HeyHelpy, all users acknowledge these terms and agree that the outlined charges may be processed in the event of a cancellation. We appreciate everyone’s understanding and adherence, which helps keep the platform reliable for all.

## Liability Disclaimer & Waiver

Please read this section carefully. It limits the liability of HeyHelpy and requires users to assume certain risks. By using the HeyHelpy platform, you acknowledge and agree to the following disclaimers and waivers to the fullest extent permitted by law:

**1. No Warranty for Services or Content:** HeyHelpy provides the platform and services on an “as is” and “as available” basis without warranties of any kind, either express or implied . We do not warrant that the platform will be error-free or uninterrupted, that any defects will be corrected, or that the system is free of viruses or other harmful components . HeyHelpy makes no representations or guarantees regarding the quality, suitability, truth, accuracy or completeness of any information or services provided by any user (Helper or Client). For example, we do not guarantee that any tutor will achieve a certain result for a student, or that any babysitter will be a perfect fit for a family. Any opinions, advice, statements, or other information made available through the platform are those of the respective users and not of HeyHelpy . You use information from the platform at your own risk, and you understand that any service you book is provided by a third-party user, not by HeyHelpy. To the maximum extent allowed by law, we disclaim all implied warranties, including any implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. (Some jurisdictions do not allow certain warranty disclaimers, so portions of this disclaimer may not apply to you, but the rest remain in effect.)

**\*\*2. Assumption of Risk:** You acknowledge that using HeyHelpy to find or provide tutoring or babysitting services involves inherent risks. When you meet someone face-to-face or entrust your child to someone, there is risk of injury, illness, or other unforeseen harm. You agree that you understand these risks and voluntarily assume all risks related to interactions with other users and to the services provided . This includes, but is not limited to: the risk of physical harm (e.g., a child might get injured while under a babysitter’s supervision, or a tutor might have an accident traveling to a lesson), the risk of emotional distress, the risk of property damage or theft, or the risk of dissatisfaction with the service outcomes. You also acknowledge that while HeyHelpy may perform vetting like background checks, such measures are not a guarantee of safety, and you will not rely solely on HeyHelpy’s efforts for your safety . You agree to

take reasonable precautions in all interactions with other users, as outlined in our safety guidelines (for example, supervising initial meetings, choosing safe locations, etc.). If you are a parent or guardian using HeyHelpy for a minor, you further assume the risk of your child's participation and agree to supervise as needed.

**3. Release of Liability:** You hereby expressly release HeyHelpy (and its officers, directors, employees, investors, agents, and affiliates) from any and all claims, demands, damages, or disputes arising from any interaction or transaction between users of the platform . In other words, if you have a dispute or something goes wrong with another user (for instance, a client refuses to pay, or a helper causes injury), you agree not to hold HeyHelpy liable for those issues . This release includes any claims for personal injury, emotional distress, death, or property damage. You also agree that this release extends to any claims based on the conduct, actions, or omissions of other users or third parties that you encounter through HeyHelpy. For example, if a tutor you found on HeyHelpy takes you or your child on an outing and an injury occurs, you will not sue HeyHelpy for that injury. Or if you are a tutor and something in a client's home injures you, you will not hold HeyHelpy responsible. The relationships formed via HeyHelpy are solely between users, and you bear the consequences or liabilities of those relationships .

**Note:** This release does not mean you are giving up any rights you may have against the other party (e.g., you can still pursue a legal claim against a negligent babysitter or a client who refuses to pay you); it only means you cannot claim damages from HeyHelpy for those actions. You also are not releasing claims arising from HeyHelpy's own gross negligence or intentional misconduct; however, such situations would be rare and are separately disclaimed elsewhere.

**4. Limitation of Liability:** To the maximum extent permitted by applicable law, in no event shall HeyHelpy's total cumulative liability to you for any and all claims relating to or arising out of your use of the Services exceed the amount of fees you paid to HeyHelpy in the twelve (12) months prior to the event giving rise to the claim (or \$100, if no such fees were paid, as a basic cap). This means if, for example, you paid us \$50 in service fees over the last year, our potential liability to you is capped at \$50. In addition, HeyHelpy is not liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits, use, data, business, or goodwill, even if we have been advised of the possibility of such damages. This limitation applies to all causes of action, whether based in contract, warranty, tort (including negligence), strict liability, or



any other legal theory. Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitation may not apply to you fully – in such jurisdictions, our liability is limited to the minimum extent permitted by law.

**5. No Employer Liability:** Users acknowledge that HeyHelpy is not the employer of Helpers and has no vicarious liability for their actions. Helpers are independent contractors, as stated in the Terms of Use, and therefore any negligence or misconduct by a Helper is not attributable to HeyHelpy. For example, if a babysitter (Helper) you hired through HeyHelpy is negligent and causes harm, liability lies with that individual (and perhaps their insurance), not with HeyHelpy. By using the platform, you agree that you will not attempt to hold HeyHelpy responsible for the actions of individuals providing services, and you understand that HeyHelpy does not, and cannot, control or supervise the day-to-day activities of Helpers.

**6. Indemnification:** (Restating from Terms due to importance) You agree to indemnify, defend, and hold harmless HeyHelpy and its affiliates from any claims or liabilities by third parties that arise out of (a) your own use of the Services, (b) your violation of the Terms or any law, or (c) any content you submit or actions you take on the platform . For instance, if you are a Helper and you harm someone while on a job, and that person's family sues HeyHelpy, you agree to cover HeyHelpy's costs and damages from that suit . Or if you are a Client and you violate someone's rights, leading to a claim against us, you will cover us. This indemnification extends to attorneys' fees and any settlements or judgments. We will notify you of any such claim and may allow you to assume defense of it, provided you conduct a reasonable defense. (This clause just reinforces that users need to take responsibility for their own actions and their consequences.)

**7. No Third-Party Beneficiaries & Waiver of Class Actions:** This Liability Waiver is intended to benefit HeyHelpy and no other party. Users cannot transfer their rights or claims to others. Also, as a condition of using the platform, you agree to resolve any disputes with HeyHelpy on an individual basis. You waive the right to participate in any class action lawsuit or class-wide arbitration against HeyHelpy. All claims must be brought solely on your own behalf.

**8. Jurisdictional Considerations:** Some states or countries' laws might not allow some of these disclaimers or liability limits (for instance, certain consumer protection laws might grant you specific rights). This Liability Disclaimer & Waiver is intended to apply to

the fullest extent permissible. If a court finds any part of it unenforceable, the rest shall remain in effect. Our liability is limited and warranties disclaimed to the extent allowed by the law applicable to you.

**9. Usage of the Platform Indicates Agreement:** By continuing to use HeyHelpy after reviewing this Disclaimer & Waiver, you are manifesting your informed consent to these terms. If you do not agree with any part of this section, you should discontinue use of the platform immediately. Remember that even if you stop using HeyHelpy, these protections for HeyHelpy (and obligations for you) will survive with respect to any interactions or transactions that occurred while you were using the platform.

**Summary:** In plain language, we will do our best to provide a safe and functioning service, but we can't promise that nothing will ever go wrong. We are not responsible if something does go wrong between you and another user – you assume that risk. If you have a problem with another user, you release us from liability and will not drag us into litigation over it. Our liability to you is very limited, and by using the service, you acknowledge that. You also promise to cover us if your actions cause us to get sued by someone else.

We appreciate your understanding that these provisions allow HeyHelpy to operate as a platform and facilitate connections while keeping costs reasonable. If we had to insure or guarantee everyone's behavior, the service might not be feasible. By working together under these terms, we aim to create a trusted community marketplace for tutoring and caregiving services.