

TERMS & CONDITIONS (“Agreement”)

IMPORTANT NOTICE TO EMPLOYEES: PLEASE READ THIS DOCUMENT CAREFULLY. This Agreement is a legal agreement between you (referred to herein as “you” or “your”) and Vision Service Plan, a California not-for-profit corporation, on behalf of itself and its affiliates (“we”, “our”, or “us”) regarding Care.com services that you may elect to receive as part of our employee benefits offering and related care providers that you may encounter in connection therewith.

BY (1) CLICKING THE “LET’S GET STARTED” BUTTON, OR (2) OTHERWISE ENROLLING IN OR USING THE CARE.COM EMPLOYEE BENEFIT OFFERING IN ANY WAY, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF ANY OF THESE TERMS ARE UNACCEPTABLE TO YOU, DO NOT ACCEPT THE BENEFIT.

YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS AND THAT YOU ARE AN EMPLOYEE OF VISION SERVICE PLAN OR ONE OF ITS AFFILIATES WHO IS ELIGIBLE TO RECEIVE THE CARE.COM BENEFIT.

1. The Benefit is Optional. The Care.com benefit is an optional benefit for our eligible employees. You are under no obligation to accept the benefit or to use Care.com or any associated services or care providers in any way. The benefits we offer may change from time to time, and we make no guarantee that the Care.com benefit will continue to be offered by us in the future.

2. No Endorsements. We do not review, recommend, or endorse Care.com, any services available via Care.com, or any care providers or other individuals that you may encounter or engage through Care.com or otherwise.

3. Responsibility & Assumption of Risk. We are not responsible for the performance of Care.com, or for the conduct, whether online or offline, of care providers or any other user of Care.com. You specifically agree that, as between us and you, you are solely responsible for screening any care providers that post on Care.com, and that we have no responsibility for any actions or inactions of care providers or any other Care.com user. We encourage you to take reasonable precautions in all interactions with care providers and other users of Care.com. As between us and you, you assume all risk when using Care.com, its services, and all of the risks associated with any online or offline interactions with care providers or other users of Care.com.

4. Release and Indemnification. You agree to release, indemnify and hold harmless us, and our directors, officers, and employees, from and against any and all liabilities, losses, damages, claims and expenses, including, without limitation, attorneys’ fees, with respect to (i) your access or use of the Care.com services (including associated technologies and information accessible through Care.com), or (ii) care providers or others you meet via Care.com, including without limitation any relationship or agreement you form with any such person, or any action or inaction by a care provider. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder. For the avoidance of doubt, this section shall survive the termination of the benefit for any reason.

5. California Waiver. If you are a California resident, you waive California Civil Code 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party."

6. DISCLAIMERS. IN NO EVENT WILL VISION SERVICE PLAN OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHERWISE, ARISING OUT OF RELATING TO (1) THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH YOUR USE OF THE CARE.COM SERVICE, (2) ANY AGREEMENT OR RELATIONSHIP FORMED USING THE CARE.COM SITE OR SERVICES, OR (3) ANY OTHER INTERACTION WHATSOEVER WITH ANOTHER USER OF CARE.COM, WHETHER ONLINE OR

OFFLINE, INCLUDING WITHOUT LIMITATION, DEATH, BODILY INJURY, EMOTIONAL DISTRESS, AND/OR DAMAGES RESULTING FROM RELIANCE UPON A CARE PROVIDER. VISION SERVICE PLAN AND ITS AFFILIATES DO NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY OF CARE.COM OR ANY CARE PROVIDERS. AS BETWEEN US AND YOU, YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF CARE.COM OR ANY CARE PROVIDERS, AND ANY SERVICE OR GOOD REQUESTED IN CONNECTION THEREWITH, REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

7. Governing Law and Venue for Disputes. This Agreement, and all claims arising out of or related to this Agreement or use of the Care.com benefit, exclusive of any employment-related claims, shall be governed by, construed and enforced and the legal relations between us and you determined in accordance with the laws of the State of California, USA, without giving effect to any choice of law rules which may direct the application of the laws of any other jurisdiction. You and we irrevocably consent and stipulate to the jurisdiction of the courts with competent jurisdiction in the State of California or of the United States of America located in Sacramento, California; provided, however, that this consent and stipulation is only for actions arising in connection with the use of the Care.com benefit. Subject to the above-referenced consent and stipulation, you and we each hereby waive any objections that venue is an inconvenient forum.

8. General. You may not assign this Agreement without our prior written approval. We may assign this Agreement without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of our equity, business or assets; or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck to the minimum extent required by law and the remaining provisions shall be enforced to the fullest extent under law. Our failure to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. The terms of this Agreement shall survive the termination of the benefit for any reason.