

G9 COOKNCARE LLC
CUSTOMER RULES, REGULATIONS,
PRIVACY POLICY & DISCLAIMER AGREEMENT

For Customers of Private Chef, Nanny & Caregiver Services

A Georgia Limited Liability Company
Email: info@g9cookncare.com

1. Introduction and Acceptance

This Customer Rules, Regulations, Privacy Policy & Disclaimer Agreement (this "Agreement") is entered into between G9 CooknCare LLC (the "Company"), a Georgia limited liability company — Email: info@g9cookncare.com, and the undersigned customer (the "Customer"). By signing below, booking any service, or permitting any Company-placed chef, nanny, or caregiver (each, a "Service Provider") into the Customer's home, the Customer acknowledges having read, understood, and agreed to be bound by this Agreement in its entirety.

2. Company Purpose and Scope of Services

The Company's business is limited to coordinating, scheduling, and placing verified private chefs, nannies, and caregivers with client households for homemade meal preparation and childcare and in-home family support services (the "Company Purpose"). The Company's role is limited to screening, verification, placement, scheduling, booking coordination, and fee collection. Service Providers are independent contractors, not employees or agents of the Company, and the Company does not direct, supervise, or control their work inside the Customer's home.

3. Customer Rules and Regulations

- (a) All bookings, scheduling changes, cancellations, and payments must be made through the Company. The Customer shall not pay any Service Provider directly for Company services except as expressly authorized by the Company;
- (b) The Customer shall not engage, hire, solicit, or enter into any private, personal, or side arrangement, service, transaction, loan, or engagement of any kind with any Service Provider outside of or beyond the Company Purpose. Any such arrangement is undertaken entirely at the Customer's and the Service Provider's own risk, is not authorized by or connected to the Company, and is not the Company's responsibility;
- (c) The Customer shall provide a safe, lawful, and respectful working environment, disclose any known hazards, allergies, medical conditions of children, pets, and household security requirements, and treat Service Providers with courtesy and professionalism;
- (d) The Customer shall not request any Service Provider to perform any unlawful, unsafe, or inappropriate act or any service outside the scope of the booked engagement;
- (e) The Customer remains responsible for his or her home, property, valuables, and household members, and for supervising matters outside the booked services;
- (f) The Customer shall promptly report to the Company any accident, injury, concern, or incident relating to a service engagement.

4. Privacy Policy — Customer Information

- (a) **Information Collected.** The Company collects the Customer's name, contact details, address, household and scheduling information, dietary and care preferences, and payment and service records.
- (b) **Use of Information.** Customer information is used solely to provide, schedule, and improve services, process payments, ensure safety, and comply with law. Relevant details (such as address, schedule, dietary or care instructions) are shared with the assigned Service Provider only as needed to perform the booked services.

(c) **Safeguards.** The Company uses commercially reasonable measures to protect Customer information and does not sell Customer personal information to third parties. Information may be disclosed where required by law, court order, or governmental authority.

5. Disclaimer; No Company Responsibility Beyond Company Purpose

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY, ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, STAFF, AGENTS, AND REPRESENTATIVES (COLLECTIVELY, THE “COMPANY PARTIES”) SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR ANY ACT, OMISSION, ARRANGEMENT, AGREEMENT, CONDUCT, ACTIVITY, TRANSACTION, INJURY, LOSS, OR DAMAGE OF ANY KIND THAT OCCURS BETWEEN THE CUSTOMER AND ANY SERVICE PROVIDER, OR THAT IS OUTSIDE OR BEYOND THE COMPANY'S STATED BUSINESS PURPOSE AND SCOPE OF SERVICES, WHETHER SUCH ACT OR ACTIVITY OCCURS KNOWINGLY OR UNKNOWNLY, AND WHETHER OR NOT SUCH ACT OR ACTIVITY WAS KNOWN OR UNKNOWN TO THE COMPANY OR ANY COMPANY PARTY.

Without limiting the foregoing, the Company Parties shall have no responsibility or liability for: (a) any private, personal, or side arrangement, agreement, service, transaction, loan, gift, or relationship of any kind entered into between the Customer (or any household member) and any Service Provider outside or beyond the Company Purpose; (b) any act or omission of any Service Provider outside the services expressly booked and coordinated through the Company; (c) any dispute between the Customer and any Service Provider; or (d) any activity occurring in the Customer's home or elsewhere that is outside or beyond the Company Purpose. Verification and background screening are performed on a commercially reasonable basis and are not a guarantee or warranty of any Service Provider's conduct.

6. Release; No Claims or Complaints Against the Company or Staff

THE CUSTOMER, FOR HIMSELF OR HERSELF AND HIS OR HER HOUSEHOLD MEMBERS, HEIRS, REPRESENTATIVES, AND ASSIGNS, HEREBY IRREVOCABLY RELEASES, WAIVES, AND DISCHARGES THE COMPANY PARTIES FROM ANY AND ALL CLAIMS, DEMANDS, COMPLAINTS, ACTIONS, CAUSES OF ACTION, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF EVERY KIND, KNOWN OR UNKNOWN, ARISING OUT OF OR RELATING TO (A) ANY ACT OR ACTIVITY BETWEEN THE CUSTOMER AND ANY SERVICE PROVIDER BEYOND THE COMPANY PURPOSE, OR (B) ANY MISUSE OF SERVICES OR BREACH OF THIS AGREEMENT OR ITS DISCLAIMERS BY THE CUSTOMER OR BY ANY SERVICE PROVIDER. THE CUSTOMER AGREES THAT HE OR SHE SHALL HAVE NOTHING TO CLAIM AGAINST, AND SHALL NOT FILE ANY CLAIM, COMPLAINT, CHARGE, OR PROCEEDING AGAINST, THE COMPANY OR ANY COMPANY STAFF ARISING FROM SUCH MATTERS, TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Acknowledgment Regarding Discrimination, Harassment, and Protected Disclosures

The undersigned Customer further acknowledges and agrees that: (a) the Customer has not made any claims or allegations related to discrimination, retaliation, sexual harassment, or sexual abuse, and none of the payments or consideration set forth in or relating to this Agreement or this Release are related to discrimination, retaliation, sexual harassment, or sexual abuse; and (b) nothing in this Agreement or this Release precludes the Customer from discussing or disclosing information about unlawful acts in the workplace, such as harassment, discrimination, retaliation, sexual assault, or any other conduct that the Customer has reason to believe is unlawful, including the amount or fact of any settlement relating to such acts. Nothing in this Agreement limits

any right to file a charge with, communicate with, or participate in any investigation or proceeding of any governmental agency, or any other right that cannot be waived as a matter of law.

8. Assumption of Risk

The Customer acknowledges that permitting any person into the Customer's home, and receiving in-home meal preparation, childcare, and caregiver services, involve inherent risks. The Customer knowingly and voluntarily assumes all risks arising from or relating to any activity, arrangement, or interaction with any Service Provider that is outside or beyond the Company Purpose, and remains solely responsible for decisions regarding the Customer's home, property, household members, and children outside the scope of the booked services.

9. Disclaimer of Warranties; Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) THE COMPANY'S SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR RESULTS, AND VERIFICATION OR BACKGROUND SCREENING OF SERVICE PROVIDERS IS NOT A GUARANTEE OR WARRANTY OF ANY SERVICE PROVIDER'S CONDUCT, SKILL, OR CHARACTER; (B) NO COMPANY PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF; (C) THE AGGREGATE LIABILITY OF THE COMPANY PARTIES TO THE CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY THE CUSTOMER TO THE COMPANY DURING THE THREE (3) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM; AND (D) ANY CLAIM BY THE CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CLAIM ARISES, OR IT SHALL BE FOREVER BARRED.

10. Indemnification

The Customer shall indemnify, defend, and hold harmless the Company Parties from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the Customer's acts or omissions, breach of this Agreement, violation of law, or any arrangement or activity between the Customer (or any household member) and any Service Provider beyond the Company Purpose.

11. Dispute Resolution; Governing Law

Any dispute arising out of or relating to this Agreement shall first be addressed through good-faith negotiation, then mediation in Forsyth County, Georgia, and if unresolved, by final and binding arbitration in Forsyth County, Georgia. This Agreement is governed by the laws of the State of Georgia. All disputes shall be resolved solely on an individual basis: EACH PARTY WAIVES ANY RIGHT TO BRING OR PARTICIPATE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION, AND EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY. The prevailing party in any arbitration or permitted proceeding shall be entitled to recover its reasonable attorneys' fees and costs.

12. General Provisions

- (a) **Third-Party Beneficiaries.** Each of the Company Parties (including the Company's members, managers, officers, employees, staff, and agents) is an express intended third-party beneficiary of the

disclaimers, releases, waivers, limitations of liability, and indemnification provisions of this Agreement and may enforce them directly.

(b) **Force Majeure.** No Company Party shall be liable for any delay or failure resulting from causes beyond its reasonable control, including illness, weather, accidents, labor shortages, utility or transportation failures, epidemics, or acts of God or government.

(c) **Modification.** The Company may update this Agreement from time to time by posting a revised version with a new version number and presenting it for acceptance. Continued use of or provision of services after acceptance of a revised version constitutes agreement to that version.

(d) **No Waiver; Severability.** No failure by the Company to enforce any provision shall waive it. If any provision is held unenforceable, it shall be enforced to the maximum extent permitted and the remainder shall continue in full force.

(e) **Entire Agreement; Survival.** This Agreement, together with any service or engagement documents issued by the Company, constitutes the entire agreement regarding its subject matter. All disclaimers, releases, confidentiality obligations, limitations of liability, indemnification, and dispute-resolution provisions survive termination of the relationship.

13. Electronic Acceptance

This Agreement is accepted electronically. By checking the box labeled “I have read and agree to the G9 CooknCare LLC Customer Rules, Regulations, Privacy Policy & Disclaimer Agreement” (or substantially similar wording) presented when requesting or booking any service, the Customer: (a) confirms that he or she has read and understood this Agreement in its entirety and has had the opportunity to seek independent legal advice; (b) agrees to be legally bound by this Agreement to the same extent as if the Customer had signed it by hand; and (c) consents to the use of electronic records and electronic signatures under the federal E-SIGN Act and the Georgia Uniform Electronic Transactions Act. Acceptance covers the initial booking and all subsequent bookings unless a revised version of this Agreement is presented for acceptance. The Company’s records of the date, time, version accepted, and account or contact details associated with the acceptance shall be conclusive evidence of the Customer’s acceptance. The Customer may request a copy of this Agreement at any time by contacting info@g9cookncare.com. If the Customer does not agree to this Agreement, the Customer must not check the acceptance box and must not request or book services.