

MAMA'S BACKUP LLC

WEBSITE TERMS & CONDITIONS

EffectiveDate:09/04/26

Last Updated: 09/24/26

Welcome to **Mama's Backup**.

These Website Terms & Conditions ("Terms") govern your access to and use of the Mama's Backup website, platform, applications, directories, referral services, and related services (collectively, the "Platform").

By accessing or using the Platform, you agree to these Terms. If you do not agree, please do not use the Platform.

1. ABOUT MAMA'S BACKUP

Mama's Backup LLC ("Mama's Backup," "we," "us," or "our") operates a family-support information, referral, and connection platform.

Our purpose is to help parents, single parents, families, and caregivers find information about and connect with independent service providers.

Services and provider categories may include, but are not limited to:

- Childcare
- Babysitting
- Homework assistance
- Tutoring
- Errand services
- Cleaning
- Household support
- Lawn care
- Transportation
- Pet services

- Family resources
- Other family-support services

Mama's Backup is not the provider of these services.

Except where expressly stated otherwise in writing, Mama's Backup does not itself provide the underlying services offered by providers listed on the Platform.

2. REFERRAL-ONLY BUSINESS MODEL

Mama's Backup's primary role is to:

- Provide information.
- Maintain provider listings.
- Facilitate connections.
- Introduce families to providers.
- Provide provider information.
- Conduct certain verification procedures where stated.
- Provide family-support resources.

When you contact or hire an independent provider, you are entering into a separate relationship with that provider.

The service relationship is between you and the provider.

Mama's Backup is not a party to that service relationship unless expressly stated in writing.

3. INDEPENDENT PROVIDERS

Providers listed on Mama's Backup may be independent businesses, individuals, contractors, organizations, or other third parties.

A provider's presence on the Platform does not mean that Mama's Backup:

- Employs the provider;
- Supervises the provider;
- Controls the provider;

- Partners with the provider;
- Guarantees the provider;
- Endorses every service provided by the provider; or
- Is responsible for the provider's actions.

Providers are responsible for their own businesses and services.

4. PROVIDER VERIFICATION

Mama's Backup may identify certain providers as " **Verified**"

Where used, this designation means only that Mama's Backup completed specified verification steps under its then-current Provider Verification Policy.

Depending on the provider and service category, verification may include certain checks relating to:

- Identity;
- Business information;
- References;
- Licenses;
- Certifications;
- Insurance; and/or
- Background screening.

Verification is not a guarantee.

A verification designation does not mean that Mama's Backup guarantees that a provider is:

- Safe;
- Qualified for every situation;
- Trustworthy;
- Available;
- Insured at all times;
- Properly licensed at all times;

- Suitable for your family;
- Free from complaints; or
- Guaranteed to perform satisfactorily.

Providers' circumstances and qualifications may change after verification.

Parents and families should independently evaluate providers before hiring them.

5. NO GUARANTEE OF PROVIDER SERVICES

Mama's Backup does not guarantee:

- The quality of services;
- The accuracy of provider information;
- Provider availability;
- Pricing;
- Scheduling;
- Performance;
- Results;
- Safety;
- Conduct;
- Qualifications;
- Licensing;
- Insurance;
- Background;
- Reliability; or
- Compatibility with your family.

You are responsible for deciding whether a provider is appropriate for your needs.

6. PARENT RESPONSIBILITY

Before hiring a provider, you should consider asking about:

- Qualifications;

- Experience;
- Licensing;
- Insurance;
- References;
- Pricing;
- Cancellation policies;
- Availability;
- Background screening;
- Safety procedures; and
- Any other information important to your family.

You are responsible for conducting whatever additional investigation you consider appropriate.

7. CHILDCARE AND CHILD-RELATED SERVICES

Mama's Backup may provide information about or referrals to childcare, babysitting, tutoring, homework assistance, transportation, and other services involving children.

Mama's Backup does not provide childcare through its referral platform.

Unless expressly stated otherwise in a written agreement:

- Mama's Backup does not supervise children.
- Mama's Backup does not take custody of children.
- Mama's Backup does not control childcare providers.
- Mama's Backup does not determine how providers supervise children.
- Mama's Backup does not guarantee child safety.
- Mama's Backup does not make medical decisions for children.

Parents are responsible for independently selecting providers and determining whether a provider is appropriate.

8. EMERGENCIES

Mama's Backup is **not an emergency service**.

Do not use the Platform to obtain emergency medical, police, fire, crisis, or immediate child-protection services.

If you or a child is experiencing an emergency, contact the appropriate emergency service directly.

Mama's Backup does not guarantee immediate responses from providers.

G. PROVIDER PAYMENTS

Unless otherwise expressly stated:

Mama's Backup does not receive payment on behalf of providers for the underlying services.

Payment arrangements for provider services are established directly between the family and provider.

Providers are responsible for explaining their:

- Prices;
- Deposits;
- Cancellation policies;
- Refund policies;
- Payment methods; and
- Other financial terms.

10. MAMA'S BACKUP MEMBERSHIP FEES

If Mama's Backup offers paid memberships, subscriptions, referral fees, or other paid features, the applicable price and terms will be presented at the time of purchase.

You agree to pay applicable fees.

Unless otherwise stated:

- Memberships may automatically renew;
- You may cancel according to the cancellation procedure provided;
- Provider service fees are separate from Mama's Backup fees.

Your cancellation of a Mama's Backup membership does not automatically cancel a separate agreement with a provider.

11. REFUNDS

Mama's Backup's refund policy will apply to fees paid directly to Mama's Backup.

Unless expressly stated otherwise, Mama's Backup is not responsible for refunds relating to services purchased directly from independent providers.

Any dispute regarding a provider's service or payment should first be addressed directly with the provider.

12. PROVIDER ADVERTISING

Providers and businesses may have opportunities to purchase advertising or enhanced placement on the Platform.

Paid placement does not equal endorsement.

A provider's advertisement does not mean:

- Mama's Backup recommends the provider;
- The provider is "Verified";
- The provider is certified by Mama's Backup;
- Mama's Backup guarantees the provider; or
- Mama's Backup guarantees the provider's services.

Mama's Backup reserves the right to reject, modify, suspend, or remove advertising that violates our policies or applicable law.

13. PROVIDER LISTINGS

Provider information may come from:

- Providers themselves;
- Publicly available sources;
- Verification processes;
- References;
- Third-party screening services; or
- Other sources.

Although we may attempt to maintain accurate information, we do not guarantee that provider information is complete, current, or error-free.

Providers are responsible for notifying Mama's Backup of material changes to their information.

14. THIRD-PARTY WEBSITES AND SERVICES

The Platform may contain links to third-party websites, applications, booking systems, payment processors, or other services.

These third parties operate independently from Mama's Backup.

We are not responsible for:

- Third-party content;
- Privacy practices;
- Security;
- Availability;
- Products;
- Services;
- Transactions; or
- Representations made by third parties.

Your use of third-party services may be subject to their own terms and privacy policies.

15. USER ACCOUNTS

If you create an account, you agree to provide accurate information and keep your login credentials secure.

You are responsible for activity occurring through your account.

You agree not to:

- Share your password improperly;
- Create fraudulent accounts;
- Impersonate another person;
- Provide false information;
- Access another person's account; or
- Use the Platform for unlawful purposes.

16. CHILDREN'S INFORMATION

Because Mama's Backup serves families, the Platform may receive limited information concerning children.

Parents and legal guardians are responsible for ensuring that information submitted about children is accurate and that they have authority to provide it.

Mama's Backup will use children's information only for legitimate business purposes described in our Privacy Policy and applicable agreements.

Do not submit unnecessary sensitive information about a child.

17. PRIVACY

Your use of the Platform is also governed by our **Privacy Policy**.

The Privacy Policy explains:

- Information we collect;
- How we use information;
- When information may be shared;
- How we protect information; and
- Your available choices.

18. USER CONTENT AND REVIEWS

Users may be permitted to submit:

- Reviews;
- Ratings;
- Comments;
- Photos;
- Recommendations; and
- Other content.

You agree that content you submit will be:

- Truthful to the best of your knowledge;
- Based on your actual experience;
- Non-defamatory;
- Lawful;
- Non-threatening; and
- Free of malicious or fraudulent content.

Mama's Backup may remove content that violates these Terms or our policies. COMPANY may moderate, refuse, remove, or restrict reviews that COMPANY reasonably believes violate these Terms, Platform policies, privacy rights, law, or safety requirements. COMPANY is not obligated to independently verify every factual statement contained in a review.

19. REVIEWS ARE NOT GUARANTEES

Reviews and ratings reflect the opinions of individual users.

A positive review does not constitute a guarantee or endorsement by Mama's Backup.

Likewise, a negative review does not necessarily establish that a provider violated any law, agreement, or policy.

20. PROHIBITED USES

You may not use the Platform to:

- Commit fraud;
- Harass another person;
- Threaten another person;
- Impersonate someone;
- Submit false information;
- Circumvent security;
- Collect information about other users without authorization;
- Use another person's account;
- Upload malicious software;
- Violate applicable law;
- Exploit children;
- Engage in discriminatory or abusive conduct;
- Misrepresent your relationship with Mama's Backup; or
- Use the Platform to facilitate unlawful activity.

21. NO PROFESSIONAL ADVICE

Information available through Mama's Backup is generally provided for informational and referral purposes.

Unless expressly stated otherwise, Mama's Backup does not provide:

- Legal advice;
- Medical advice;
- Financial advice;
- Tax advice;
- Mental-health advice;
- Professional childcare advice; or
- Other professional advice.

Users should consult appropriately qualified professionals when necessary.

22. INTELLECTUAL PROPERTY

Mama's Backup owns or has permission to use its:

- Name;
- Logo;
- Website;
- Content;
- Graphics;
- Designs;
- Software;
- Branding; and
- Other intellectual property.

You may not copy, reproduce, modify, sell, distribute, or exploit Mama's Backup intellectual property without permission.

23. DISCLAIMER OF WARRANTIES

To the maximum extent permitted by applicable law, the Platform is provided on an **"as is"** and **"as available"** basis.

Mama's Backup does not warrant that:

- The Platform will always be available;
- Information will always be accurate;
- Provider listings will always be current;
- The Platform will be error-free;
- The Platform will be secure from every possible threat; or
- A provider will meet your expectations.

24. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, Mama's Backup will not be responsible for damages arising from:

- A provider's actions or omissions;
- A provider's services;
- A provider's misconduct;
- A provider's failure to appear;
- Injuries caused by providers;
- Property damage caused by providers;
- Disputes between parents and providers;
- Provider pricing;
- Provider cancellations;
- Provider performance;
- Third-party websites; or
- Other interactions between users and independent providers.

25. INDEMNIFICATION

To the extent permitted by law, users may be required to defend, indemnify, and hold harmless Mama's Backup and its owners, officers, employees, contractors, managers, representatives and affiliates from certain/third party claims arising from:

- Their violation of these Terms;
- Their unlawful conduct;
- Their misuse of the Platform;
- Their violation of another person's rights; or
- Their independent relationship with a provider.
- Unlawful Use Of The Platform
- Material Breach Of These Terms
- Fraud Or Intentional Misrepresentation
- Infringement Of Third-party Rights
- Content Submitted By The User.

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26. SUSPENSION OR TERMINATION

Mama's Backup may suspend or terminate access to the Platform when appropriate, including for:

- Fraud;
- Abuse;
- Safety concerns;
- Violation of these Terms;
- Misrepresentation;
- Illegal activity;
- Nonpayment; or
- Other legitimate business reasons.

A provider may also be removed or suspended from the directory.

27. SAFETY REPORTS AND COMPLAINTS

If you have a concern about a provider, contact Mama's Backup at:
contact@mamasbackup.org

Mama's Backup may review information provided to us and may take appropriate action concerning a listing.

Possible actions include:

- Requesting additional information;
- Temporarily suspending a listing;
- Removing a listing;
- Updating verification status; or
- Taking other appropriate action.

Mama's Backup does not guarantee that every complaint will result in a particular action. Mama's Backup may act immediately were reasonably necessary for safety, security, fraud, prevention, regulatory compliance, protection of platform users, or protection of Company's legal rights

28. NO AGENCY RELATIONSHIP

Nothing in these Terms creates a:

- Partnership;
- Joint venture;
- Employer-employee relationship;
- Franchise relationship;
- Agency relationship; or
- Fiduciary relationship

between Mama's Backup and an independent provider solely because the provider appears on or is referred through the Platform.

29. CHANGES TO THESE TERMS

Mama's Backup may update these Terms from time to time.

Updated Terms will be posted on the Platform with a revised effective date.

Your continued use of the Platform after changes become effective constitutes acceptance to the extent permitted by law.

30. GOVERNING LAW

These Terms shall be governed by the laws of the State of Texas, except to the extent applicable law requires otherwise.

31. DISPUTE RESOLUTION

Any dispute arising from these Terms or use of the Platform will be handled according to the dispute-resolution procedure established by Mama's Backup.

32. SEVERABILITY

If any provision of these Terms is found to be unenforceable, the remaining provisions will remain in effect to the extent permitted by law.

33. ENTIRE AGREEMENT

These Terms, together with any applicable:

- Parent Agreement;
- Privacy Policy;
- Provider policies;
- Membership terms;

constitute the applicable agreement governing your use of Mama's Backup.

34. CONTACT INFORMATION

Mama's Backup LLC

<https://www.mamasbackup.org>

mail to : Contact@mamasbackup.org

