**Local Helpers Agreement**

*This Member Agreement is effective March 17, 2020.*

Welcome to Local Helpers! This agreement (“Agreement”) describes your rights and responsibilities related to your use of Local Helpers website, as a registered Local Helpers member, and what you can expect from us. By creating your Local Helpers account, clicking “Next”, or by otherwise indicating that you agree, you are agreeing to these terms, so please take a moment to read this legally binding Agreement, along with the Privacy Policy . If you use any Local Helpers website but are not a registered member (each, a “visitor”), by using the website, you agree to be bound by the terms of this Agreement, and acknowledge that you have read the Privacy Policy.

Local Helpers is a new hub for trusted connections and the exchange of helpful information, goods, and services; we hope that Local Helpers will support neighborhoods around around the world during these difficult circumstances. We use “Local Helpers” here to refer to the Local Helpers website (also referred to as our “Services”). We also use “LocalHelper”, “we”, “us” and “our” to refer to the companies operating our Services.

BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT.

**1. Eligibility.**

Each person is limited to one account per residence, and you may not share your account password with anyone else (even a family member sharing your home) or allow someone else to use your personal account.

When you register for Local Helper you must use your real name, not a pseudonym, except in circumstances that, in Local Helpers sole judgment, warrant an exception.  Submitting inaccurate registration information, registering if you know you don’t meet our eligibility requirements, or otherwise providing false registration information is a violation of this Agreement and could constitute a crime.

You may not use our Services if: (1) you are a resident of the United States and are under 13 years old, or if you are a resident of the EU and are under 16 years old (or do not meet applicable age requirements to use social media services where you live); (2) you are a registered sex offender or share a household with one; (3) we previously disabled your account for violations of our terms or policies; or (4) you are prohibited from receiving our Services or platform under applicable law.  If you are under the age of eighteen (18), you represent that a parent or legal guardian also agrees to this Agreement on your behalf and that you are fully able and competent to enter into this Agreement.

We need your help to enforce these eligibility requirements. If you believe that a member in your community does not meet these eligibility requirements, you may report your concerns to us via Nick@makesweat.com. Local Helpers reserves the right to refuse registration to any person or household and to suspend, delete or deactivate your account or limit your privileges at any time, without liability to you.

2. **Account types.**

Local Helpers offers personal accounts to individual residential members who either need help and are self-isolating or can offer support to those who self-isolating.

**3. Privacy and preferences.**

We don’t charge you to use Local Helpers.

The Services, including any personalized Services, cannot be provided and the Agreement cannot be performed without Local Helpers processing data about you and other members and visitors.

**4. Content and feedback.**

You retain all ownership rights to the text, photos, video, responses and other content you submit to Local Helpers (collectively, your “Content”). You give us permission, in the form of a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license, to use, copy, and publish your Content based on your Local Helpers settings and the selections you make when posting and as otherwise described in our Privacy Policy.  This means, for example, if you post a description on Local Helpers, you give us permission to store, copy, and share it with others (consistent with your settings), such as with service providers that support our Services. Do not provide us with any Content that you don’t have the right to publish, or that is defamatory, infringing, illegal or otherwise tortious. We do not proactively moderate Content posted by members; however, we can remove Content posted by you, suspend, delete or deactivate your account or limit privileges, or otherwise refuse service to you, if you violate this Agreement or our other policies, or infringe intellectual property, or otherwise engage in behaviour that we think harms a Local Helpers Community.

We welcome you to share any feedback, suggestions, or ideas you have about Local Helpers with us, so long as you understand we may have already had the same idea, and you agree that we are free to use any feedback you voluntarily provide with no restriction or obligation (payment or otherwise) to you.

**5. Interactions with other members.**

**5.1. Be a good Local Helper.**

At Local Helpers, we believe that neighbourly behaviour is the foundation of healthy communities. This Agreement includes our [Community Guidelines](https://help.nextdoor.com/s/article/community-guidelines?language=en_US) on appropriate use of Local Helpers.

**5.2. Disputes between members; waiver of claims against Local Helpers.**

In the real world and online, neighbours sometimes disagree. If you have a dispute with another Local Helpers member, we hope that you will be able to work it out amicably. However, if you cannot, please understand that Local Helpers is not responsible for the actions of its members; each member is responsible for their own actions and behaviour, whether using Local Helpers or chatting over the back fence. Accordingly, to the maximum extent permitted by applicable law, you release us (and our officers, directors, agents, subsidiaries, joint ventures and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

**6. Local Helpers**

Local Helpers does not interview, run background checks on, monitor, supervise, or control Local Helpers members.

**7. Parental controls.**

Parental control protections (such as computer hardware, software, or filtering services) may assist you in limiting access to material that is harmful to or inappropriate for minors. You can find more information about parental controls by reviewing the system preferences, settings, and help documentation for your computer or mobile device.

**8. Dispute resolution.**

If you have a dispute with Local Helpers, you agree to contact us and try to resolve the dispute informally before pursuing other avenues.

**9. Integration.**

To the extent applicable to you, this Agreement includes our terms of  Terms of Service, our Community Guidelines. This Agreement constitutes the entire agreement between you and us with respect to our Services, and supersedes any other agreements or understandings (oral or written).  We can amend this Agreement and any additional terms by notifying you of the changes (for example, by emailing you, or by posting an amendment notice in your login area). If you keep using Local Helpers after the amendment is effective, you accept and are bound by the new terms; if you disagree with the new terms, you should stop using Local Helpers and delete your account.

**10. No warranty.**

LOCAL HELPERS AND THE ASSOCIATED SOFTWARE AND SERVICES ARE PROVIDED “AS IS.” We do not promise that any aspect of our software or service will work properly or continuously. We may add, change, or discontinue product features; if you are dissatisfied, your only remedy is to stop using Local Helpers or the affected feature. Some jurisdictions do not allow warranty exclusions, so they may not apply to you.

**11. Indemnity.**

If someone brings a claim against Local Helpers (whether against the website or any of its employees, directors, or officers) based on a harm you caused, you agree to reimburse us for any costs we incur in defending against that claim, including reasonable attorneys’ fees as well as damages.

**12. Liability Limits.**

WE AND OUR SUPPLIERS SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH LOCAL HELPERS.. Some jurisdictions do not allow damages exclusions, so such exclusions may not apply to you.

**13. General.**

This agreement does not create any agency, partnership, joint venture, joint controllership, employment or franchise relationship. To the extent allowed by applicable law, the English version of this Agreement is binding. If any part or parts of this Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect. Our failure to act in a particular circumstance does not waive our right to act with respect to that or other circumstances. We shall be excused for any problem due to a circumstance beyond our reasonable control. You represent and warrant that you are not located in a country that is (i) subject to a U.S., Irish, or EU Government embargo or has been designated by the U.S. Government as a “terrorist supporting” country or (ii) listed on any U.S., Irish, or EU Government list of prohibited or restricted parties.