

# Terms of Service

## *Terms and Conditions*

Version 1.0 · Effective March 1, 2026  
comfortcaredirectory.com

By using this website, all users — families, care providers, and business partners alike — agree to these Terms of Service, Disclaimer, and all incorporated policies. If you do not agree, please stop using Comfort Care Registry immediately.

## 1. Definitions

### **Registry**

Comfort Care Registry, the platform providing directory and community listings.

### **Service Provider**

Any Caregiver, Practitioner, or Agency listed in the Registry as an independent contractor. Applies to both free and paid listings.

### **Family**

An individual or household seeking services through the Registry.

### **Membership Fee**

A recurring fee charged to Service Providers and business entities for one or more listings.

### **Community Portal**

A members-only area with interest-oriented forums available to free and paid Service Providers (with capabilities that differ by tier). Families do not have access to the Community Portal.

## 2. Registry Role

The Registry is a connector service only. We do not employ, supervise, or control Service Providers. Families are the employer of record; Service Providers are independent contractors.

## 3. Disclaimer of Liability

- The Registry is not liable for Service Provider actions, omissions, or outcomes of care.
- Families assume full responsibility for wages, taxes, benefits, and compliance with employment laws.
- Service Providers assume full responsibility for their conduct and the services they provide.

## 4. Eligibility Requirements

- All users must be at least 18 years of age. Service Providers and Family account holders must be adults in their jurisdiction.
- Service Providers must comply with any local or regional caregiver training and certification standards where applicable.
- Identity documentation (driver's license, passport, background checks, and similar) may be requested but is not required, and supports optional identity verification only.

## 5. Code of Conduct

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The Registry is a neutral, professional environment designed to support families, providers, and agencies. All members are expected to act with professionalism, confidentiality, and respect in every interaction on the platform.

- Service Providers must provide services professionally and treat Families and other Service Providers with respect.
- Families must provide a safe environment, timely payment, and non-discriminatory treatment.
- Profiles, posts, and interactions must remain focused on services, skills, and professional offerings. Political discussion, culture-war topics, personal disputes, and drama-based engagement are not permitted.
- Negative, inflammatory, or disruptive conduct may result in suspension or removal at the Registry's sole discretion.

## 6. Health Claims and Provider Representations

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Providers are solely responsible for the content of their listings, including any descriptions of services, methods, outcomes, or results. All claims must comply with applicable U.S. Federal Trade Commission (FTC) guidelines, U.S. Food and Drug Administration (FDA) regulations, and any state or professional licensing requirements governing the provider's field of practice.

Providers agree not to publish content that:

- a. claims to diagnose, treat, cure, mitigate, prevent, or reverse any medical condition, disease, or symptom, unless the provider holds the professional license required to make such claims within their jurisdiction;
- b. quantifies treatment outcomes or success rates without documented substantiation;
- c. includes testimonials or before-and-after narratives describing cures, symptom elimination, or disease reversal;
- d. promotes frequency devices, wellness devices, supplement programs, or similar products using claims that exceed what the FTC or FDA permits for the product category.

The Registry reserves the right to review, edit, pause, or remove any listing containing content that, in its sole discretion, violates this section — with or without prior notice. Repeated violations may result in termination of the provider's listing without refund. The Registry makes no warranty regarding the accuracy, completeness, or compliance of any provider's representations. Providers agree to indemnify and hold the Registry harmless from any claims, damages, or regulatory actions arising from their listing content.

## 7. Verification & Limitations

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- The Registry may conduct credential verification or training confirmation; this is informational only.
- Documents are submitted by Service Providers and are not independently verified or issued by the Registry.
- The Registry makes no representations or warranties about the accuracy, completeness, or reliability of any listing or credentials.
- Families are encouraged to perform their own due diligence before hiring.

## 8. Payment Terms and Refunds

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- Fees paid to the Registry are for access and listing services provided by the Registry only.
- The Registry does not process Service Provider wages or fees and does not act as a payroll provider. Any financial arrangements between Families and Service Providers are independent of the Registry.

- Service Provider and Business Memberships renew automatically at the end of each billing period at the then-current rate. You are responsible for canceling your subscription prior to renewal.
- **Refund window.** New Membership purchases may be refunded within fourteen (14) days of the initial charge, provided no substantial use of paid features (including published listings, referrals, or community posts) has occurred. Renewal charges are non-refundable.
- Cancellation instructions are available in your account settings.

## 9. Limitation of Liability

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- Registry liability shall not exceed the total amount of fees, if any, paid to the Registry in the preceding 12 months.
- The Registry is not responsible for indirect, incidental, or consequential damages.

## 10. Insurance Disclosure

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- The Registry does not provide insurance coverage for Service Providers or Families.
- Service Providers are encouraged to carry personal liability insurance.
- Families are responsible for securing any insurance coverage they deem necessary.

## 11. Compliance with Laws

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Families and Service Providers must comply with all applicable state and federal laws, including employment, tax, and elder care regulations. Images and other media uploaded to the Registry are subject to copyright laws, and Service Providers agree to hold the Registry harmless for DMCA or copyright violations arising from any Service Provider post, listing, or webinar.

## 12. Intellectual Property and User Content

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The Registry, including its name, logo, design, software, and written content produced by the Registry, is the exclusive property of Comfort Care Registry and protected by applicable intellectual property laws.

You retain ownership of all content you submit to the Registry (including listing text, images, and Community Portal posts) — collectively, "User Content." By submitting User Content, you grant the Registry a worldwide, non-exclusive, royalty-free license to host, display, reproduce, and distribute that content for the purpose of operating, promoting, and improving the Registry. This license ends when the User Content is removed from the Registry, except to the extent the content has been shared with third parties before removal or retained in routine backups.

You represent that you own or have the necessary rights to all User Content you submit and that it does not infringe the rights of any third party.

## 13. Privacy

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Your use of the Registry is also governed by our Privacy Policy, which describes what information we collect, how we use it, and the choices you have. The Privacy Policy is available at [comfortcareregistry.com/privacy](https://comfortcareregistry.com/privacy) and is incorporated into these Terms by reference.

## 14. Indemnification

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Families and Service Providers agree to indemnify and hold harmless the Registry, its owners, and affiliates from any claims, damages, or liabilities arising out of Service Provider services, employment arrangements, or disputes between Families and Service Providers.

## 15. No Agency Relationship

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Use of the Registry does not create an agency, partnership, or employment relationship between the Registry and any Service Provider or Family. The Registry is a neutral connector service only.

## 16. Dispute Resolution and Governing Law

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### **Disputes between Families and Service Providers**

These are independent of the Registry and must be resolved directly between those parties. The Registry is not a party to any such dispute and will not mediate or arbitrate them.

### **Disputes between a user and the Registry**

Any dispute arising from these Terms between a Service Provider or Family and the Registry must first be submitted to mandatory mediation with a mutually agreed-upon neutral mediator located in Arizona. Mediation is the required first step for resolving any disagreement.

### **Binding arbitration (fallback)**

If mediation does not resolve the dispute within sixty (60) days of the initial mediation request, the dispute shall be resolved by final and binding arbitration administered in Arizona under the rules of a recognized arbitration body (such as the American Arbitration Association). Judgment on the arbitration award may be entered in any court of competent jurisdiction.

### **Venue for court proceedings**

Where arbitration is not available or is set aside, any legal action must be filed exclusively in the state or federal courts of Yavapai County, Arizona. The requesting party is responsible for the cost of mediation.

## 17. Chargebacks

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By purchasing a membership, you agree that any billing dispute must first be submitted through our internal dispute process and, if unresolved, through the mediation and binding arbitration process described in Section 16. Initiating a chargeback or payment reversal with your financial institution without first exhausting these processes constitutes a material breach of this Agreement.

If you initiate a chargeback that is determined to be invalid, unwarranted, or filed in bad faith, you agree to:

- Reimburse the Registry for all fees, costs, and losses arising from the chargeback, including chargeback fees assessed by our payment processor;
- Pay all reasonable attorney fees and legal costs incurred in contesting the chargeback or pursuing collection;
- Forfeit any right to future use of the platform.

The Registry reserves the right to report fraudulent chargebacks to credit bureaus and collections agencies, and to pursue recovery through arbitration or, where applicable, small claims court.

## 18. Termination

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- The Registry may remove any Service Provider account for violation of these Terms. No refund of Membership fees will be issued for termination due to breach.
- You may request voluntary removal of your profile at any time with written notice to the Registry. Refund of Membership fees for voluntary termination is at the sole discretion of the Registry.
- You may request full deletion of your account and associated data at any time, subject to retention requirements described in the Privacy Policy and any legal obligations.

## 19. Modification of Terms

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The Registry reserves the right to update or modify these Terms at any time. Notice of changes will be provided through the Registry website. Continued use of the Registry constitutes acceptance of the updated Terms.

## 20. Severability

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If any provision of these Terms is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

## 21. Acceptance of Terms

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Service Providers accept these Terms explicitly through a required checkbox or acknowledgment during the registration process. Families accept these Terms by accessing or using the Registry in any capacity, including browsing the directory or contacting a Service Provider. Use of the Registry constitutes full acceptance of these Terms by all parties.

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## Acknowledgment & Signature

By signing below, the undersigned acknowledges that they have read, understood, and agreed to be bound by the Comfort Care Registry Terms of Service set forth above.

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SIGNATURE

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DATE

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PRINTED NAME

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ROLE / CAPACITY (SERVICE PROVIDER, FAMILY,  
BUSINESS)