

Mama2Mama Support Circle Terms, Conditions, and Group Rules

GROUP RULES

1. Golden Rule

Treat others how YOU would want to be treated. Kindness, humanity and respect. Refrain from being rude or insulting, or from attacking harshly criticizing anyone on a personal or direct level.

2. Listen and Learn

Respect first person experiences as that of the individual, especially those of marginalized groups, whose perspective is many times filled with a large burden and deep emotion.

3. Scroll On

We ask you to scroll on by if something isn't for you. If the content is against our community guidelines please notify an admin by tagging us or by utilizing the "report to admin" feature.

4. No screenshots

Honor the space and the privacy of all members, screenshots of anything in this group shared with members outside this group in any form are prohibited. Violations will result in immediate removal.

5. No deleting

No deleting any post or comment. If editing a post or comment please clarify. (I.e. "Edited for grammar.")

6. No blocking admins

No blocking any of the admins or moderators. Blocking of an admin will lead to immediate removal without warning.

10. Disengaging

If you no longer want to engage on a post, exiting the discussion is fair but blocking the person you engaged with is not, especially if you continue to respond. All harassment should be reported.

TERMS AND CONDITIONS

Please READ carefully, as this pertains to the Agreement of your registration with any of the products sold by Taking Care of Mama (sometimes referred to as "Company").

By purchasing our products, you (sometimes referred to as "Client") agree to the following terms stated.

PROGRAM

Taking Care of Mama agrees to provide a virtual support group consisting of video conference, social media, and private counseling. Client agrees to abide by all policies and procedures outlined in this Agreement as a condition of their participation in any of our programs.

DISCLAIMER

Client understands Sandy Green and Taking Care of Mama, is not an employee, agent, lawyer, doctor, manager, therapist, public relations or business manager, registered dietitian, or financial analyst, psychotherapist or accountant. Client understands their participation in this program will not treat or diagnose any disease, illness, or ailment and if they should experience any such issues they should see their registered physician or other practitioner as determined by their own judgment.

Client understands that neither Sandy Green, nor Company, has not promised, nor shall be obligated to, the following:

- (1) Success in exclusive pumping by the Client.
- (2) Provide assistance, as either coach or mentor, with consultations for future pumping, breastfeeding, or postpartum issues of the Client.

FINANCIAL OBLIGATION

Client is responsible for to pay for any products in full in advance. The Company reserves the right to not allow participation of anyone who does not pay in full.

METHODS OF PAYMENT

We accept payments through Paypal.

REFUNDS

We DO NOT offer refunds on Mama2Mama Support Circle.

CONDITIONAL GUARANTEE

We offer a 6-week Conditional Guarantee. We do not offer refunds.

To request consideration for the Guarantee, Clients are required to complete the program. If, at the end of the program, the Client is not satisfied, she may schedule a phone call to request a refund. All refund requests must be made over the phone in order to be considered.

Please note:

All returns and refunds are discretionary as determined by Taking Care of Mama.

CONFIDENTIALITY

Taking Care of Mama respects Clients' privacy and insists that the Client respects ours as well. Thus, consider this a mutual non-disclosure Agreement. Any confidential information shared by Taking Care of Mama or any representative of Taking Care of MAMA is confidential, proprietary, and belongs solely and exclusively to the Client or representative who discloses it. Parties agree not to disclose, reveal, or make use of any confidential information or any transactions during discussions, in the forum or otherwise.

Client agrees not to use such confidential information in any manner other than in discussion with other Clients, or Sandy, during the respective program. Confidential information includes, but is not limited to, information disclosed in connection with this Agreement, and shall not include information rightfully obtained from a third party.

Both Parties will keep private information in strictest confidence and shall use their best efforts to safeguard the confidential information and to protect it against disclosure, misuse, espionage, loss, and theft.

Client agrees not to violate the Publicity or Privacy Rights belonging to Taking Care of Mama. Furthermore, Client will NOT reveal any information to a third party obtained in connection with this Agreement or our direct or indirect dealings with Client, including but not limited to, names, email addresses, third-party company titles or positions, phone numbers, or postal addresses. Additionally, Client will not, at any time, either directly or indirectly, disclose confidential information to any third party.

By purchasing our products, you agree that if you violate or display any likelihood of violating this Agreement, Taking Care of Mama and/or the other program participant(s) will be entitled to injunctive relief to prohibit any such violations to protect against the harm of such violations.

CLIENT RESPONSIBILITY

Products developed by Taking Care of Mama are for strictly educational purposes ONLY. Client accepts and agrees that Client is 100% responsible for their progress and results from products developed by Taking Care of Mama. Taking Care of Mama makes no representations, warranties, or guarantees verbally or in writing. Client understands that because of the nature of products developed by Taking Care of Mama and their extent, the results experienced by each Client may significantly vary.

AUTHORIZATION AND RELEASE

You understand that your participation in the Program (the "Participation") may be recorded in audio, video, still image or other form, and you hereby grant to the Company and its representatives, successors, assigns, employees, contractors, licensees, agents, legal representatives, and any person, corporation, or entity acting under their permission or authority or for whom they might be acting, including anyone distributing or disseminating advertising for the products and/or services of the company (collectively the foregoing are referred to as "Producers"): the right and permission to publish, reproduce, distribute, broadcast and/or otherwise use the Participation in such manner, in any medium now known or later developed, worldwide in perpetuity, for such purposes, in whole or in part, as they shall determine in their sole discretion without further compensation or consideration to you and without further authorization by you without any restriction as to changes or alterations (including, but not limited to, composite or distorted representations or derivative works of my Likeness made in any medium) in connection with the development of a coaching library or the promotion of the Company's business, products, and/or services. You disclaim any interest in the Participation and further acknowledge that they shall constitute the sole property of the Company (or its successors or assigns as the case may be).

You also affirm that any statements or endorsement made by you in your Participation are factually accurate and represent your honest opinions, findings, beliefs, and/or experiences. You hereby waive all rights of ownership, inspection, or approval with regard to any recording, taping, broadcast, reproduction, blurring, distortion, alteration, optical illusion, proposed printed, audio or video publication and/or other use of my name, whether in an intermediary version(s) or finished version(s), the Personal Information and the Participation. You also hereby release, discharge and agree to hold harmless the Producers from and against any and all liability, including, without limitation, claims for invasion of privacy or publicity, defamation or copyright infringement, resulting from their use of my Personal Information, and the Participation. You agree that your use of the Service is voluntary, and you assume complete responsibility for your actions in connection therewith.

You hereby warrant that You are over eighteen years of age and competent to contract in Your own name. You agree that this release shall be binding on you, your legal representatives, your heirs, and your assigns.

MISCELLANEOUS

LIMITATION OF LIABILITY

Client agrees they used Company's services at their own risk and that Program is only an educational service being provided. Client releases Company, its officers, employees, directors, subsidiaries, principals, agents, heirs, executors, administrators, successors, assigns, Instructors, guides, staff, Participants, and related entities any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (sometimes referred to as "Releasees") from any and all damages that may result from any claims arising from any Agreements, all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs. Client accepts any and all risks, foreseeable or unforeseeable. Client agrees that Company will not be held liable for any damages of any kind resulting or arising from including but not limited to; direct, indirect, incidental, special, negligent, consequential, or exemplary damages happening from the use or misuse of Company's services or enrollment in the Program. Company assumes no responsibility for errors or omissions that may appear in any of the program materials.

NON-DISPARAGEMENT

The Parties agree and accept that the only venue for resolving such a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Client nor any of Client's associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably

be construed to be derogatory or critical of, or negative toward, the Company or any of its programs, members, owner directors, officers, affiliates, subsidiaries, employees, agents or representatives.

INDEMNIFICATION

Client shall defend, indemnify, and hold harmless Company, Company's officers, employers, employees, contractors, directors, related entities, trustees, affiliates, and successors from and against any and all liabilities and expense whatsoever – including without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys fees, and disbursements – which any of them may incur or become obligated to pay arising out of or resulting from the offering for sale, the sale, and/or use of the product(s), excluding, however, any such expenses and liabilities which may result from a breach of this Agreement or sole negligence or willful misconduct by Company, or any of its shareholders, trustees, affiliates or successors. Client shall defend Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. Client recognizes and agrees that all of the Company's shareholders, trustees, affiliates and successors shall not be held personally responsible or liable for any actions or representations of the Company. In consideration of and as part of Client's payment for the right to participate in Taking Care of Mama Programs, the undersigned, your heirs, executors, administrators, successors and assigns do hereby release, waive, acquit, discharge, indemnify, defend, hold harmless and forever discharge Taking Care of Mama and its subsidiaries, principals, directors, employees, agents, heirs, executors, administrators, successors, and assigns and any of the training instructors, guides, staff or students taking part in the training in any way as well as the venue where the Programs are being held (if applicable) and any of its owners, executives, agents, or staff (sometimes referred to as "Releasees") of and from all actions, causes of action, contracts, claims, suits, costs, demands and damages of whatever nature or kind in law or in equity arising from my participation in the Programs.

NO TRANSFER OF INTELLECTUAL PROPERTY

Company's Programs are copyrighted and original materials that have been provided to Client are for Client's individual use only and a single-user license. Client is not authorized to use any of Company's intellectual property for Client's business purposes. All intellectual property, including Company's copyrighted program and/or course

materials, shall remain the sole property of the Taking Care of Mama. No license to sell or distribute Company's materials is granted or implied. By purchasing this product, Client agrees (1) not to infringe any copyright, patent, trademark, trade secret, or other intellectual property rights, (2) that any Confidential Information shared by the Company is confidential and proprietary, and belongs solely and exclusively to the Company, (3) Client agrees not to disclose such information to any other person or use it in any manner other than in discussion with the Company. Further, by purchasing this product, Client agrees that if Client violates, or displays any likelihood of violating, any of Client's Agreements contained in this paragraph, the Company will be entitled to injunctive relief to prohibit any such violations and to protect against the harm of such violations.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement is to be construed as creating a partnership, venture alliance, or any other similar relationship. Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform hereunder. In no event shall such persons be deemed employees of the other party by virtue of participation or performance hereunder.

FORCE MAJEURE

In the event that any cause beyond the reasonable control of either Party, including without limitation acts of God, war, curtailment or interruption of transportation facilities, threats or acts of terrorism, State Department travel advisory, labor strike or civil disturbance, make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either Company to perform its obligations under this Agreement, the Company's performance shall be extended without liability for the period of delay or inability to perform due to such occurrence.

SEVERABILITY/WAIVER

If any provision of this Agreement is held by to be invalid or unenforceable, the remaining provisions shall nevertheless continue in full force. The failure of either Party to exercise any right provided for herein will not be deemed a waiver of that right or any further rights hereunder.

ASSIGNMENT

Client may not assign this Agreement without express written consent of Company.

MODIFICATION

Company may modify terms of this Agreement at any time. All modifications shall be posted on the Program's website and purchasers shall be notified.

TERMINATION

Company is committed to providing all Clients in the Program with a positive Program experience. By purchasing this product, Client agrees that the Company may, at its sole discretion, terminate this Agreement, and limit, suspend, or terminate Client's participation in the Program without refund or forgiveness of monthly payments if Client becomes disruptive to Company or Participants, Client fails to follow the Program guidelines, is difficult to work with, impairs the participation of the other Participants in the Program or upon violation of the terms as determined by Company. Client will still be liable to pay the total contract amount.

RESOLUTION OF DISPUTES

If not resolved first by good-faith negotiation between the Parties, every controversy or dispute relating to this Agreement will be submitted to the American Arbitration Association. All claims against Company must be lodged within 100-days of the date of the first claim or otherwise be forfeited forever. The arbitration shall occur within ninety (90) days from the date of the initial arbitration demand. The Parties shall cooperate to ensure that the arbitration process is completed within the ninety (90) day period. The Parties shall cooperate in exchanging and expediting discovery as part of the arbitration process. The written decision of the arbitrators (which will provide for the payment of costs) will be absolutely binding and conclusive and not subject to judicial review, and may be entered and enforced in any court of proper jurisdiction, either as a judgment of law or a decree in equity, as circumstances may indicate. In disputes involving unpaid

balances on behalf of Client, Client is responsible for any and all arbitration and attorney fees.

EQUITABLE RELIEF

In the event that a dispute arises between the Parties for which monetary relief is inadequate and where a Party may suffer irreparable harm in the absence of an appropriate remedy, the injured Party may apply to any court of competent jurisdiction for equitable relief, including without limitation a temporary restraining order or injunction.