

Terms and Conditions

TERMS OF PARTICIPATION

Please READ carefully. By purchasing this product, the following Terms and Conditions are entered into by Baby in Tune, LLC (“Company”, “we”, or “us”) and You (“Client” or “You”) agree to the follow terms stated herein.

PROGRAM/SERVICE

Baby in Tune, LLC (herein referred to as “Baby in Tune” or “Company”) agrees to provide Program, “Baby in Tune Online” (herein referred to as “Program”) identified in online commerce shopping cart. As a condition of participating in the Program, you agree to be bound by and to abide by all policies and procedures set out in this Agreement, including those incorporated by reference.

As part of the Program, the Company shall provide the following to Client:

A Password Protected Program Area: The Company shall maintain a Program Area that will include video, audio and written lessons, templates, worksheets, checklists, slide decks and other training and support information. You shall have access to this Program Area for as long as the Program Area exists, however no less than 120 days. In the event that Company intends to close the Program Area, it shall provide clients with a 30 day notice and the ability to download the resources contained in the Program Area, which is what is referred to as “Lifetime Access” in our marketing materials.

Program Participant Facebook Group: The Company shall create and maintain a closed Facebook group for students of the Program (“the Program Facebook Group”). The Program Facebook Group shall be open for a period of 8 weeks. This is a community run group, meaning that students are encouraged to help each other. The Company employs a Community Manager, who is charged with overseeing the group and ensuring that it runs smoothly. Vered Benhorin will conduct live Question and Answer sessions once a week inside the Program Facebook Group. At the completion of your 8 weeks of access to the Program Facebook Group, the Company may

automatically remove you from this group or give you an option to continue through payment.

DISCLAIMER

The Company's Terms of Use, Privacy Policy, and Disclaimer are hereby incorporated by reference into this agreement. Except as modified by this Agreement, each of those agreements and policies shall apply fully to your participation in the Program.

Client understands Vered Benhorin (herein referred to as "Consultant") and Baby in Tune, is not an employee, agent, lawyer, doctor, manager, public relations or business manager, registered dietician, or financial analyst, or accountant. Client understands that Consultant has not promised, shall not be obligated to and will not; (1) procure or attempt to procure employment or business or sales for Client; (2) perform any business management functions including but not limited to, accounting, tax or investment consulting, or advice with regard thereto; (3) act as a therapist providing psychoanalysis, psychological counseling or behavioral therapy; (4) act as a public relations manager; (5) act as a publicist to procure any publicity, interviews, write-ups, features, television, print or digital media exposure for Client; (6) introduce Client to Consultant's network of contacts, media partners or business partners. Client understands that a relationship does not exist between the parties after the conclusion of this program. If the Parties wish to continue their relationship, they shall execute a separate agreement.

FEES

In consideration of Your access to the Program, you agree to pay the following fees.

You may choose between a single payment of \$197 (due immediately) or 2 monthly payments of \$99. If you select the payment plan, you must pay the initial payment today and then your selected payment method will be automatically charged the following payment. If you opt for monthly payments, you will remain responsible for those payments unless you obtain a refund according to the Program's Refund Policy set forth below. You may not cancel or avoid these payments except through the Refund Policy. In the

event that any payment is not made, the Company shall immediately suspend your access to the Program.

METHODS OF PAYMENT

If You elect for the payment plan, You hereby authorize the Company to charge your credit card or debit card automatically according to the terms set forth in the Fees section above.

Regarding recurring payments and outstanding invoices: If all eligible payment methods we have on file for you are declined for payment of your monthly fee, you must provide a new eligible payment method promptly or your program access will be removed.

If you do not request a refund within the terms of the program with the required coursework at the time of your refund request, you are required by law to complete the remaining payments of your payment plan and you understand that your membership will automatically continue and you authorize us (without notice to you, unless required by applicable law) to collect any and all outstanding receivables, using any eligible payment method we have on record for your account.

REFUND POLICY

We want you to be satisfied with your purchase, but we also want you to give your best effort to apply all of the strategies in the course. The Company provides a 14-day money-back guarantee for the Program. That money-back guarantee is governed by the following terms.

In order to qualify for a refund you must submit proof that you did the work in the course and it did not work for you. In the event that you decide your purchase was not the right decision, within 14 days of the first module being released, contact our support team at info@babyintune.com and let us know you'd like a refund by the 14th day at 11:59 EST. You must include your coursework with your request for a refund. If you request a refund and do not include your coursework by the 14th day, you will not be granted a refund.

The work that you need to submit with your request for a refund includes ALL of the following items:

- Requirement 1: Complete and attach a video of you trying the soothing method set forth by the program.
- Requirement 2: Complete and attach the takeaways from the first two modules.

We will NOT provide refunds for any request that comes more than 14 days following the date of purchase. After day 14, all payments are non-refundable and you are responsible for full payment of the fees for the program regardless of whether you complete the program.

Please note: If you opted for a payment plan and you do not request a refund within 14 days, with the required coursework at the time of your refund request you are required by law to complete the remaining payments of your payment plan.

Upon determining that you are entitled to a refund pursuant to this policy, the Company will promptly issue an instruction to its payment processor to issue the refund. The Company does not control its payment processor and will not be able to expedite any refunds.

If you receive a refund of any purchase through this money-back guarantee, that shall immediately terminate any and all licenses granted you to use the material provided to you under this Agreement and the Company's Terms of Use. You shall immediately cease using the material and shall destroy all copies of the information provided to you, including without limitation: video recordings, audio recordings, forms, template documents, slide shows, membership areas, social media groups limited to paying members, and other resources.

All refunds are discretionary as determined by Vered Benhorin To further clarify, we will not provide refunds for requests made after the 14th day from your date of purchase and all payments must be made on a timely basis. If payments are not made on time, you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law, whichever is greater.

If you have any questions or problems, please let us know by contacting our support team directly. The support desk can be reached at: info@babyintune.com.

CONFIDENTIALITY

The Company respects the privacy of its clients and will not disclose any information You provide except as set forth in this Agreement. As a condition of participating in the Program, you hereby agree to respect the privacy of other Program participants and to respect the Company's confidential information.

Specifically, you shall not share any information provided by other Program participants outside of the bounds of the Program unless you receive express written permission from such other participant to share the information. Similarly, the content of the Program contains the Company's proprietary methods, processes, forms, templates, and other information. You hereby agree not to share the information provided to You in the Program with anyone other than the Company, its owners and employees, and other Program participants.

NO TRANSFER OF INTELLECTUAL PROPERTY

All content included as part of the Program, such as text, graphics, logos, images, as well as the compilation thereof, and any software used in the Program, is the property of the Company or its suppliers and protected by

copyright and other laws that protect intellectual property and proprietary rights.

The Company name, the Company logo, the Company slogan, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans in the Program are the trademarks of their respective owners.

Your participation in the Program does not result in a transfer of any intellectual property to You, and, as a condition of participation in the Program, You agree to observe and abide by all copyright and other intellectual property protection.

You are granted a single-use, non-exclusive, non-transferable, revocable license to access and use the Program content and resources. You hereby agree that You will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found in the Program.

The Company content is not for resale. Your participation in the Program does not entitle you to make any unauthorized use of any protected content, and in particular you will not delete or alter any proprietary rights or attribution notices in any content. You will use protected content solely for your individual use, and will make no other use of the content without the express written permission of the Company and the copyright owner. You agree that you do not acquire any ownership rights in any protected content. We do not grant you any licenses, express or implied, to the intellectual property of the Company or our licensors except as expressly authorized herein.

You hereby agree that any infringement of the Company's intellectual property shall result in an immediate termination of the license granted hereunder. To be clear, if you violate the Company's intellectual property

rights, your access to the Program will be terminated immediately, and you shall not be entitled to a refund of any portion of the fees.

INDEPENDENT CONTRACTOR STATUS

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, or agency relationship. The Company is agreeing only to provide Client with access to the Program, which provides education and information. The information contained in the Program, including any interactions with the instructors, is not intended as, and shall not be understood or construed as, professional advice.

FORCE MAJEURE

The Company shall not be liable or responsible to You, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion, or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

SEVERABILITY/WAIVER

If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or

provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

MISCELLANEOUS

You agree to absolve and do hereby absolve the Company of any and all liability or loss that you or any person or entity associated with you may suffer or incur as a result of use of the Program and/or any information and resources contained in the Program. You agree that the Company shall not be liable to you for any type of damages, including direct, indirect, special, incidental, equitable, or consequential loss or damages for use of the Program.

The information, software, products, and service included or available through the Program may include inaccuracies or typographical errors. Changes are periodically added to the information in the Program. The Company and/or its suppliers may make improvements and/or changes in the Program at any time.

The Company and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services, and related graphics contained in the Program for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services, and related graphics are provided "as is" without warranty or condition of any kind. The Company and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services, and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

To the maximum extent permitted by applicable law, in no event shall the Company and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data, or profits arising out of or in any way connected with the use or performance of the Program,

with the delay or inability to use the Program or related service, the provision of or failure to provide services, or for any information, software, products, services, and related graphics obtained through the Program, or otherwise arising out of the use of the Program, whether based on contract, tort, negligence, strict liability, or otherwise, even if the Company or any of its suppliers has been advised of the possibility of damages. Because some States or other jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to You. If you are dissatisfied with the Program or any portion of it, your sole and exclusive remedy is to discontinue using the Program.

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.

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 Vered Benhorin's website and purchasers shall be notified.

TERMINATION

The Company reserves the right, in its sole discretion, to terminate your access to the Program and the related services or any portion thereof at any time, if You become disruptive to the Company or other Program participants, if You fail to follow the Program guidelines, or if You otherwise violate this Agreement. You shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless the Company, its officers, directors, employees, agents, and third parties for any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of your use of or inability to use the Program and related services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. The Company reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the Company in asserting any available defenses.

RESOLUTION OF DISPUTES

You hereby expressly waive any and all claims you may have, now or in the future, arising out of or relating to the Program. To the extent that you attempt to assert any such claim, you hereby expressly agree to present such claim only in the state or federal courts that are geographically nearest to Brooklyn, NY.