

# Terms of Use

These Terms of Use are effective as of 10 October 2020.

**PLEASE READ THIS THESE TERMS OF USE CAREFULLY.**

These Terms of Use cover important information about the Platform and any applicable fees. In particular, they include information about future changes to the Terms of Use and Platform (refer to Clause 8), the purchase and renewal of services or products to the Platform (refer to Clause 2) and limitations of liability (refer to Clause 7.1). The following additional terms may also apply to you:

- **Products Addendum:** the provisions in the Products Addendum form part of the Terms of Use and create a legally binding agreement between you and MIRACLE BEGINNINGS LTD in relation to orders that you place for products on the Platform (excluding services or products to the Platform, which is governed by Clause 2 of these Terms of Use).
- **Miracle Conception (Preconception) Addendum:** the provisions in the Miracle Conception (Preconception) Addendum form part of the Terms of Use and create a legally binding agreement between you and MIRACLE BEGINNINGS LTD where you participate in the Miracle Conception (Preconception) holistic nutrition and workout plans offered by MIRACLE BEGINNINGS LTD on the Platform (the "Miracle Conception (Preconception) Program(s)").
- **Miracle Motherhood (Pregnancy) Addendum:** the provisions in the Miracle Motherhood (Pregnancy) Addendum form part of the Terms of Use and create a legally binding agreement between you and MIRACLE BEGINNINGS LTD where you participate in the Miracle Motherhood (Pregnancy) holistic nutrition and workout plans offered by MIRACLE BEGINNINGS LTD on the Platform (the "Miracle Motherhood (Pregnancy) Program(s)").
- **Miracle Newborn (Newborn Baby) Addendum:** the provisions in the Miracle Newborn (Newborn Baby) Addendum form part of the Terms of Use and create a legally binding agreement between you and MIRACLE BEGINNINGS LTD where you participate in the Miracle Newborn (Newborn Baby) holistic nutrition and workout plans offered by MIRACLE BEGINNINGS LTD on the Platform (the "Miracle Newborn (Newborn Baby) Program(s)").
- **Little Miracle (Baby Care) Addendum:** the provisions in the Little Miracle (Baby Care) Addendum form part of the Terms of Use and create a legally binding agreement between you and MIRACLE BEGINNINGS LTD where you participate in the Little Miracle (Baby Care) holistic nutrition and workout plans offered by MIRACLE BEGINNINGS LTD on the Platform (the "Little Miracle (Baby Care) Program(s)").
- **Additional Terms:** If you live in certain countries, the Additional Terms found at the end of these Terms of Use may apply to you. These Additional Terms

**override the other terms of these Terms of Use below to the extent of any inconsistency.**

Welcome to the MIRACLE BEGINNINGS LTD community!

These terms of use and any other terms and documents expressly incorporated herein, each as may be amended, supplemented or replaced from time to time (together, the "**Terms of Use**") apply to your use of (and services or products to) the MIRACLE BEGINNINGS LTD website, blog, forum, online shop or any one of our other products or services, all of which are part of MIRACLE BEGINNINGS LTD's platform (the "**Platform**").

These Terms of Use are entered into by and between you as a user (referred to as "**User**", "**you**" or "**your**") and **Miracle Beginnings Ltd** (Company Registration Number: 12699272. ) and its affiliates (referred to as "**MIRACLE BEGINNINGS LTD**", "**we**", "**us**" or "**our**"), and supersede and replace any terms and conditions of services that you may have previously agreed with MIRACLE BEGINNINGS LTD in connection with the Platform.

**Your access to and use of the Platform constitutes your agreement to be bound by these Terms of Use.** The offering of the Platform to you is conditional on your acceptance of these Terms of Use. If you do not agree to these Terms of Use, you must not access or use the Platform.

For more details about MIRACLE BEGINNINGS LTD's privacy practices, please refer to our Privacy Policy available at the following webpage: [https://www.Miracle Beginnings Ltd.com/pages/privacy-policy](https://www.MiracleBeginnings Ltd.com/pages/privacy-policy).

## 1. USER

### 1. Eligibility

By accessing or using the Platform, you confirm that you are of legal age in your country and not under 18 years old, or you have consent from your parent or guardian, you have full power, capacity and authority to agree to the Terms of Use and have not been previously suspended or removed from using the Platform.

### 2. User Account Creation

To use certain features of the Platform, you will need to create a user account (each, a "**User Account**") by providing your first and last names, an email address, a password, your date of birth and other information that we may require from time to time. You will also be required to create a username for your User Account in order to access the forum hosted on the Platform. Please provide accurate and current information when creating your User Account. You can also create a User Account by using your Facebook credentials.

MIRACLE BEGINNINGS LTD may, at its sole discretion:

(a)

limit the number of User Accounts that you may create or maintain;

(b)

stipulate additional conditions and requirements for the opening or maintaining of User Accounts; and/or

(c)

refuse to create a User Account for you.

### 3. Security

By using the User Account, you will be responsible for maintaining the security of your User Account access credentials, for all activities that occur under the User Account and any other actions in relation to the User Account (with or without your permission). MIRACLE BEGINNINGS LTD is not responsible for any loss or activity that results from the unauthorised use of your User Account due to your failure to secure your access credentials.

You should not share the access credentials of your User Account (including passwords) with any other person or allow any other person to access your User Account. You must immediately notify the MIRACLE BEGINNINGS LTD team in writing at [info@MiracleBeginnings.com](mailto:info@MiracleBeginnings.com) of any unauthorised use of your User Account or any other breaches of security.

### 4. Suspension and termination

MIRACLE BEGINNINGS LTD will have the right to suspend access to your User Account, or to terminate your User Account, at any time and for any reason (including where you are in breach of any of the provisions in this Term of Use), subject to Applicable Laws.

You acknowledge and agree that these Terms of Use continue to apply even after your User Account expires or is terminated, or where you have stopped using the Platform.

## 2. SERVICES OR PRODUCTS SERVICE

### 1. Services or products to our services or products

Eligibility for any promotions or discounts is ascertained at the time you subscribe and cannot be changed during the term of your services or products. You are responsible for reading and understanding the specific terms and conditions applicable to any promotions or discounts.

MIRACLE BEGINNINGS LTD reserves the right to revise and update the applicable fees for services or products and the different services or products packages available, at any time at its sole discretion. Any such revision or updates to the fees will apply prospectively to any services or products entered into following the effective date of the fee revision or update.

## 2. Free trials

We may provide a free trial services or products for a fixed period of time, as determined by MIRACLE BEGINNINGS LTD in its sole discretion. Unless otherwise stated by MIRACLE BEGINNINGS LTD in respect of specific promotions, free trials are only available to new MIRACLE BEGINNINGS LTD users, and MIRACLE BEGINNINGS LTD reserves the right to cancel any trial services or products immediately if we become aware that the subscriber has already had a trial services or products on a different User Account or using a different email address. Furthermore, any attempts to register for a further free trial on the same User Account or using the same email address may result in you being charged for the applicable services or products fees.

After the trial, your services or products will renew automatically at the full services or products price unless you cancel your services or products before the end of the trial. To cancel your services or products during the trial, please refer to the instructions set out below under "Automatic renewal of services or products".

## 3. Payment details

You can pay the fees for your services or products on the MIRACLE BEGINNINGS LTD website either through a credit card or PayPal payment.

The price of our services and products, as well as the currency in which your services or products is payable, will be specified during the order process, and may vary depending on your country of residence (as determined by the IP address of your device used to access the Platform).

When you purchase a services or products, you must provide us with complete and accurate payment information. By submitting payment details, you represent that you are entitled to purchase a services or products using those payment details. If we do not receive payment authorization or any authorization is subsequently cancelled, we may immediately terminate or suspend your access to our services or products. MIRACLE BEGINNINGS LTD reserves the right to contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties if there is suspicious activity.

In addition to the services or products fee you are charged, certain banks and credit card issuers may charge a foreign transaction fee on transactions which take place abroad or in a foreign currency. You are responsible for paying any such fees.

#### 4. Automatic renewal of services or products

Your services or products will automatically renew unless you cancel at least twenty-four (24) hours before the end of the current billing period. However, you may cancel your services or products at any time by navigating to your profile page and following the prompts to cancel your services or products. Upon such cancellation, you will still be entitled to access the services or products services on the Platform for the remainder of the duration that you have paid for.

#### 5. Cancellation and refund of services or products fees

(a)

if you sign up for a free trial, you agree that the Cooling-off Period for the paid services or products that you are receiving the free trial in connection with ends fourteen (14) days after you start the free trial - if you use the Platform during the free trial and don't cancel the paid services or products before the free trial ends, you lose your right of withdrawal; and

(b)

if you purchase services or products, you agree that the Cooling-off Period is available for fourteen (14) days after you have paid for the services or products, but the Cooling-off Period expires once you use the Platform during that period.

To exercise this right, please contact the MIRACLE BEGINNINGS LTD team using the details set out in Clause 9 of these Terms of Use.

Following expiry of the Cooling-off Period, services or products are non-refundable and there is no right to refunds or credits unless required by Applicable Laws. Although you may notify us of your intention to cancel your services or products at any time, such notice will only take effect at the end of your then current services or products period, and you will not receive a refund.

### 3. USE OF THE PLATFORM

1. By using the Platform, you confirm that you will not use the Platform for any of the following:

(a)

*Unlawful Activity* – any activity that: (i) involves proceeds from any illegal or unlawful activity; (ii) publishes, distributes or disseminates any illegal or unlawful material or information; or (iii) otherwise violates, or could possibly violate, any civil and common laws, statutes, subordinate legislation, treaties, regulations, directives, decisions, by-laws, ordinances, circulars, codes, orders, notices, demands, decrees, injunctions, resolutions and judgments of any government, quasi-government, statutory, administrative or regulatory body, court, agency or association by which MIRACLE BEGINNINGS LTD or the User are bound in any jurisdiction applicable to the access and use of the Platform ("**Applicable Laws**").

(b)

*Unauthorised Use* – any activity that: (i) interferes with, disrupts, negatively affects or inhibits other Users from accessing or fully enjoying the Platform; (ii) introduces to the Platform any malware, virus, trojan horse, worms, logic bombs or any other programme that would otherwise result in any technical glitch, malfunction, failure, delay, default or security breach; (iii) attempts to gain unauthorised access, whether through password mining or otherwise, to other User Accounts, computing systems or networks connected to the Trading Platform; (iv) undermines the security or integrity of the computing systems or networks on which the Platform is hosted; (v) attempts to modify, copy, reproduce, reverse engineer or decompile the Platform or the computer programs used to deliver the Platform; (vi) uses the User Account information of another person to access or use the Platform; or (vii) transfers access or rights to your User Account to a third party.

(c)

*Abusive Acts* – any act that: (i) defames, abuses, extorts, harasses, stalks, threatens or otherwise violates or infringes the legal rights (such as, but not limited to, rights of privacy, publicity and intellectual property) of any other person; (ii) incites, threatens, facilitates, promotes, or encourages hate, racial intolerance or violent acts towards any other person; or (iii) harvests or otherwise collects information from the Platform about other Users including addresses, phone numbers, email addresses and credit card details.

(d)

*Fraud* – any act that: (i) attempts to defraud MIRACLE BEGINNINGS LTD or any other person; or (ii) provides false, inaccurate or misleading information to MIRACLE BEGINNINGS LTD.

## 2. Contributed Content

(a)

You are solely responsible for all content or materials that you submit or otherwise upload to or through the Platform or to us (including any information contributed by you in respect of any blog, social media channel, forum or chatroom, and any comments, feedback or ideas that you send to MIRACLE BEGINNINGS LTD) ("**Contributed Content**") and expressly agree not to submit or upload any Contributed Content which:

(i)

advertises or promotes any services or brands (with respect to you or any third party);

(ii)

contains material that is defamatory, discriminatory, obscene, indecent, abusive, racist, offensive, harassing, violent, hateful, inflammatory or is otherwise objectionable or illegal;

(iii)

you know not to be true and honest, or which spreads false or misleading statements;

(iv)

you do not have the right to submit or upload, including where the content may infringe any Intellectual Property Rights of any party;

(v)

impersonates any person or entity or otherwise associates, infers or misrepresents the User's affiliation with a person or entity;

(vi)

contains the personal details or confidential information of any third party unless that third party has expressly consented to such use and disclosure;

(vii)

contains, or links to, viruses, corrupted data or other harmful, disruptive or destructive files;

(viii)

constitutes unsolicited promotions, campaigning, advertising or solicitations, or other types of content which constitute "spam";

(ix)

may expose MIRACLE BEGINNINGS LTD or other Users to any harm or liability of any kind; or

(x)

is contrary to any Applicable Laws.

(b)

MIRACLE BEGINNINGS LTD has the right, but not the obligation, to monitor all conduct and content submitted to or through the Platform, and may in its sole discretion: (i) refuse to publish, remove or disable access to Contributed Content that it considers breaches these Terms of Use; or (ii) suspend or discontinue your opportunity to submit, post or upload content to the Platform

(c)

You acknowledge and agree that some of your Contributed Content might continue to be publicly available on the Platform after your User Account is closed or otherwise terminated, subject to your right to have your Contributed Content removed upon request in accordance with Applicable Laws.

(d)

If you believe that any Contributed Content violates these Terms of Use or any Applicable Laws, including any copyright laws, you should report it to the MIRACLE BEGINNINGS LTD team at [info@MiracleBeginnings.com](mailto:info@MiracleBeginnings.com).

#### 4. AVAILABILITY OF SERVICES, PRODUCTS & SECURITY

1. MIRACLE BEGINNINGS LTD shall make reasonable efforts to ensure that the Platform is available to you. However, access to the Platform may be disrupted from time to time due to necessary maintenance, technical issues, network and system overloads or events outside of MIRACLE BEGINNINGS LTD's control. MIRACLE BEGINNINGS LTD will use commercially reasonable efforts to avoid downtime of the Platform, but assumes no liability if the Platform or any part thereof is unavailable at any time or for any period.
2. You acknowledge and agree that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for antivirus protection and accuracy of data input and output, and for maintaining a means external to the Platform for any reconstruction of any lost data.



3. You acknowledge and agree that MIRACLE BEGINNINGS LTD shall not have any liability or be responsible in any way for: (a) your use of the internet to connect to the Platform or any technical problems, system failures or security breaches; (b) the hardware that you use to access the Platform (including in respect of viruses and malicious software, and any inappropriate material) and the integrity and proper storage of any of your data associated with the Platform that is stored on your own hardware; or (c) any fees you may incur in order to connect to the internet for the purpose of using or accessing the Platform.
4. You must immediately notify the MIRACLE BEGINNINGS LTD team in the event that you become aware of any part of the Platform malfunctioning or if you otherwise experience any material malfunction or other connectivity problem that adversely affects your access to or use of the Platform.
5. Users may also be required to download and install updates to the MIRACLE BEGINNINGS LTD App so as to maintain access to the Platform and its services. A User's failure to do so might lead to certain services offered on the Platform becoming temporarily inaccessible to the User until such update has been downloaded and installed.

## 5. INTELLECTUAL PROPERTY, USE LICENCE

### 1. MIRACLE BEGINNINGS LTD's ownership of the Platform

All of the patents, trademarks, logos, trade names, rights in domain names, copyrights, moral rights, design rights, database rights, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether or not patentable) and other similar intellectual property rights (whether registered or not)) and applications for such rights as may exist anywhere in the world (collectively, "**Intellectual Property Rights**") in the Platform and the material published on and through it (except the Contributed Content) are owned by MIRACLE BEGINNINGS LTD, its licensors and other providers of such material and are protected by Applicable Laws. You may not engage in any activity on or through the Platform, including transmitting or using Contributed Content, that infringes or otherwise makes unauthorised use of another party's Intellectual Property Rights.

### 2. User's licence to use Platform.

You are not granted any right to use, and may not use, any of MIRACLE BEGINNINGS LTD's Intellectual Property Rights other than as set out in these Terms of Use and subject to the following conditions:

(a)

you are granted a limited, personal, non-transferable, non-sublicensable and revocable license to access and use the Platform (or any part of it or its contents) for your own personal use and may not copy, reproduce, republish, upload, re-post, modify, transmit, distribute or otherwise use the Platform (or any part of it or its content) in any way for non-personal, public or commercial use without prior written consent from MIRACLE BEGINNINGS LTD

(b)

you may not remove or modify any copyright, trademark or other proprietary notices that have been placed in any part of the Platform; and

(c)

you may not use any data mining, robots or similar data-gathering or extraction methods.

MIRACLE BEGINNINGS LTD reserves the right to monitor your use of the Platform and to alter or revoke your license or your access to the Platform at any time and for any reason. Your license shall terminate upon the expiry or termination of your User Account.

### 3. Contributed Content.

(a)

By posting or otherwise providing Contributed Content, you grant MIRACLE BEGINNINGS LTD a non-exclusive, royalty-free, transferable, sub-licensable, irrevocable, perpetual worldwide licence and right to use (including commercial use), distribute, reproduce, display and otherwise make available such Contributed Content on and through the Platform (and across different media for any purpose) and you waive (and to the extent that you cannot so waive agree irrevocably not to assert) any and all moral rights to which you may be entitled anywhere in the world in respect of such Contributed Content.

(b)

You represent and warrant that you own and control all of the rights to the Contributed Content, and have the lawful right to post or otherwise provide such Contributed Content on and through the Platform and otherwise provide MIRACLE BEGINNINGS LTD with such Contributed Content.

## 6. THIRD PARTY SERVICES AND CONTENT

In using the Platform, you may view content provided by third-parties, including links to web pages and services of such parties ("Third Party

Content"). Unless expressly stated otherwise, MIRACLE BEGINNINGS LTD does not control, endorse or adopt any Third Party Content and has no responsibility for Third Party Content including material that may be misleading, incomplete, erroneous, offensive, indecent or otherwise objectionable in your jurisdiction.

Your dealings or correspondence with such third parties are solely between you and the third party. MIRACLE BEGINNINGS LTD is not responsible or liable for any loss or damage of any sort incurred as a result of any such dealings, and you understand that your use of Third Party Content, and your interactions with third parties, is at your own risk.

If you access the Platform through or using any services or software provided by third parties, you acknowledge and agree that MIRACLE BEGINNINGS LTD is not responsible or liable for any loss or damage of any kind incurred as a result of your use of such third party services or software.

## 7. LIMITATIONS OF LIABILITY, DISCLAIMER, INDEMNITY

### 1. Limitation of Liability

(a)

Nothing in these Terms of Use shall exclude or restrict MIRACLE BEGINNINGS LTD's liability for: (a) death or personal injury resulting from the negligence of MIRACLE BEGINNINGS LTD or its Associated Parties (as defined in Clause 7.1(b) below); (b) fraud or fraudulent misrepresentation; (c) any other matter that cannot be excluded or limited under Applicable Laws; or (d) the indemnities set out in Clause 7.3 and paragraph 1(c) of the Post-Pregnancy Program Addendum (where applicable).

(b)

Subject to the foregoing, to the maximum extent permitted by Applicable Laws:

(i)

in no event shall MIRACLE BEGINNINGS LTD, its affiliates and its and their respective shareholders, members, directors, officers, employees, attorneys, agents, representatives, suppliers and contractors (collectively, "**Associated Parties**") be liable for any:

(A)

indirect or consequential loss; or

(B)

loss of profit, business opportunity, anticipated savings, revenue or goodwill,

in each case, whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with authorised or unauthorised use of the Platform, or these Terms of Use; and

(ii)

MIRACLE BEGINNINGS LTD and the Associated Parties' aggregate liability in contract, tort, or otherwise (including any liability for any negligent act or omission) howsoever arising out of, or in connection with, the performance of its obligations under these Terms of Use in respect of any one or more incidents or occurrences shall be limited to the greater of (a) the total amount of fees received by MIRACLE BEGINNINGS LTD or the Associated Parties from you in connection with your use of the Platform in the twelve (12) month period prior to the date of the first incident or series of connected incidents giving rise to a claim made by you under these Terms of Use, and (b) USD 100.00.

## 2. Disclaimers

(a)

To the maximum extent permitted under Applicable Laws, the Platform and any product, service or other item provided by or on behalf of MIRACLE BEGINNINGS LTD are provided on an "as is" and "as available" basis and MIRACLE BEGINNINGS LTD expressly disclaims, and you waive, any and all other warranties of any kind, whether express or implied, including implied warranties of merchantability, fitness for a particular purpose, title or non-infringement or warranties arising from course of performance, course of dealing or usage in trade. Without limiting the foregoing, MIRACLE BEGINNINGS LTD does not represent or warrant that the Platform is accurate, complete, reliable, current or error-free, or free of viruses or other harmful components.

(b)

The features on the Platform that promote physical activity, nutrition or general wellness are for your informational purposes only and are not intended as medical advice or services, or for diagnostic or treatment purposes. Before engaging in any physical activity or making any changes to your diet or lifestyle, we suggest seeking advice from your relevant health care professional. Never disregard any advice from a health care professional because of something that you have read on the Platform. To the maximum extent permitted under Applicable Laws, MIRACLE BEGINNINGS LTD is not responsible or liable for any loss or

damage of any sort incurred that result from your use of, or inability to use, the features of the Platform.

### 3. Indemnification

To the maximum extent permitted by Applicable Laws, you agree to indemnify and hold harmless immediately upon demand MIRACLE BEGINNINGS LTD and the Associated Parties from any claim, demand, lawsuit, action, proceeding, investigation, liability, damage, loss, cost or expense including reasonable attorneys' fees, in any way arising out of, in relation to or in connection with directly or indirectly:

(a)

your use of, or conduct in connection with, the Platform;

(b)

your breach of these Terms of Use or any other policy;

(c)

the Contributed Content you provide; or

(d)

your violation of any Applicable Laws or the rights of any other person or entity.

You will provide MIRACLE BEGINNINGS LTD and the Associated Parties with any assistance that MIRACLE BEGINNINGS LTD and the Associated Parties reasonably requests in defending any such action or proceeding.

## 8. CHANGES AND UPDATES TO PLATFORM, TERMS OF USE

MIRACLE BEGINNINGS LTD may terminate or modify any feature or part of the Platform at any time without notice. MIRACLE BEGINNINGS LTD may also revise and update these Terms of Use at any time in its sole discretion by posting an updated Terms of Use on the Platform. All such changes to the Terms of Use are effective immediately when posted to the Platform and apply to all access to and use of the Platform (including orders placed on the Platform) thereafter. Your continued use of the Platform following the posting of such revised Terms of Use constitutes your acceptance and agreement to the changes which are binding on you.

## 9. COMPLAINTS, GOVERNING LAW AND DISPUTE RESOLUTION

1. If you have any questions, feedback or complaints, please contact the MIRACLE BEGINNINGS LTD team at the following email address: [info@MiracleBeginnings.com](mailto:info@MiracleBeginnings.com)
2. These Terms of Use (including a dispute relating to its existence, validity or termination) and any non-contractual obligation or other matter arising out of or in connection with it are governed by Great Britain (United Kingdom) law. The courts of Great Britain (United Kingdom) have exclusive jurisdiction to settle any dispute arising from or connected with these Terms of Use.
3. If you are a consumer for the purposes of the laws of the country of which you are resident, you may benefit from any mandatory provisions of such laws. Nothing in these Terms of Use, including this Clause 9, affects your rights as a consumer to rely on such mandatory provisions of law.

## 10. GENERAL

### 1. FORCE MAJEURE EVENT

A "Force Majeure Event" means any event beyond MIRACLE BEGINNINGS LTD's reasonable control, including flood, extraordinary weather conditions or earthquake, or other act of God, fire, war, insurrection, riot, labour dispute, accident, action of government, communications, power failure, or equipment or software malfunction.

If a Force Majeure Event occurs that affects MIRACLE BEGINNINGS LTD's ability to perform its obligations under these Terms of Use, the MIRACLE BEGINNINGS LTD team will contact you as soon as reasonably possible to notify you and MIRACLE BEGINNINGS LTD's obligations under these Terms of Use will be suspended and the time of performance of our obligations will be extended for the duration of the Force Majeure Event.

### 2. Data Privacy

We will only use your personal information as set out in MIRACLE BEGINNINGS LTD's Privacy Policy (as amended from time to time) available at the following webpage: <https://www.MiracleBeginnings.com/pages/privacy-policy>.

### 3. Transfers

MIRACLE BEGINNINGS LTD may transfer its rights and obligations under these Terms of Use to another entity, but this will not affect your rights or MIRACLE BEGINNINGS LTD's obligations under these Terms of Use. You may not transfer your rights and obligations under these Terms of Use to another person.

#### 4. Validity

If any provision of these Terms of Use is deemed unlawful, void or unenforceable, that provision shall be deemed severed from the remaining provisions and shall not affect their validity and enforceability.

#### 5. Waiver

No waiver of any provision hereof shall be valid unless in writing and signed by the parties. Any failure to enforce any right or remedy hereunder shall not operate as a waiver of the right to enforce such right or remedy in the future or of any other right or remedy.

#### 6. Relationship of the parties

Nothing in the Terms of Use: (a) is intended to, nor shall create or be deemed to create, any partnership, joint venture, agency, consultancy or trusteeship, or (b) shall give rise to any fiduciary or equitable duties owed by MIRACLE BEGINNINGS LTD to you.

#### 7. Third party rights

A person who is not a party to these Terms of Use has no right whether by applicable statute or otherwise to enforce any term of these Terms of Use.

### **PRODUCTS ADDENDUM**

These provisions apply to orders that you place for products on the Platform (excluding services or products to the Platform, which are governed by Clause 2 of the Terms of Use). If you do not agree to these provisions, you must not place any orders on the Platform.

#### **1. PLACING ORDERS ON THE PLATFORM**

##### 1. Eligibility

By placing an order on the Platform, you confirm that you are of legal age in your country or you have consent from your parent or guardian, you have full power, capacity and authority to agree to the Terms of Service and have not been previously suspended or removed from using the Platform.

##### 2. Placing an order

You can place an order on the Platform by navigating to the "Shop" tab on the MIRACLE BEGINNINGS LTD webpage and following the process for checking out once you have selected the products that you

would like to purchase. When using the MIRACLE BEGINNINGS LTD webpage, you may need to set your browser to accept both functional cookies and pop-ups in order to be able to use all the functionalities of the Platform, which includes adding items to your shopping cart and placing an order. If there are any errors in your order, please contact the MIRACLE BEGINNINGS LTD team immediately using the details set out in Clause 9 of the Terms of Use.

After you have submitted an order by checking out on the MIRACLE BEGINNINGS LTD webpage, we will send an email acknowledging receipt of your order to the email address that you have provided as part of your opening of your User Account. Once the products have been shipped, we will send another email to your email address confirming this ("Email Confirmation"). The Email Confirmation will be our acceptance of your order and the provisions of these Terms of Use will become binding on you and us in the form of a contract (the "Contract"). We suggest that you print a copy of these Terms of Use and the Email Confirmation for your future reference and records.

### 3. MIRACLE BEGINNINGS LTD's right to reject your order or cancel a Contract

MIRACLE BEGINNINGS LTD expressly reserves the right to reject your order for any reason, in its sole discretion. Where your order has been rejected, you will not be charged for that order. MIRACLE BEGINNINGS LTD also expressly reserves the right to cancel a Contract for the following reasons, without being liable for any damage or costs other than the repayment of the amount received from you in relation to the cancelled Contract:

(a)

you do not meet our eligibility requirements, as set out in Clause 1.1;

(b)

the ordered products or services are unavailable;

(c)

the billing or shipping information that you have provided is not correct or cannot be verified;

(d)

based on our internal checks, your order is identified as an unusual order or an order that might be fraudulent;

(e)



the price that was displayed on the Platform for the relevant product was incorrect / erroneous; or

(f)

a Force Majeure Event has occurred (please refer to Clause 10.1).

#### 4. Data checks

MIRACLE BEGINNINGS LTD may run some checks on any orders that you place on the Platform, including verification of the delivery address and the payment details that you have provided. MIRACLE BEGINNINGS LTD may also carry out checks for security reasons and to identify fraud. MIRACLE BEGINNINGS LTD reserves the right to contact the issuing bank/payment provider and/or law enforcement authorities or other appropriate third parties if there is suspicious activity.

#### 5. No purchase for resale

The digital products (e.g. ebooks, training videos, courses) that are available on the Platform are intended solely for direct sale to end consumers, and therefore the purchase of such digital products for resale (i.e. purchase with the intention for reselling the products to other consumers, business or third parties) is strictly prohibited. MIRACLE BEGINNINGS LTD reserves the right to take any action to prevent resale of digital products, including restricting sales to you and cancelling any orders made by you.

## 2. PRICES AND PAYMENT

### 1. Prices and currency

The prices of products in an order will be at the prevailing prices displayed on the Platform when you check out. You will be able to verify the total price of your order prior to placing the order – this total price will include the price of all products as well as applicable shipping costs and taxes.

While prices for products may change over time on the Platform, these changes will not affect any orders that we have confirmed via an Email Confirmation.

While all payments made on the Platform for products that you order will be charged in Great British Pound Sterling (GBP) and the invoice that you receive from MIRACLE BEGINNINGS LTD will be denominated in GBP, you can choose to view the prices of products in your local currency on the Platform. This conversion into your local currency is only for reference and may not always reflect the prevailing market currency conversion rate. Where the credit card or PayPal

account that you use to pay for your order is denominated in a currency other than GBP, you may be charged administrative and/or currency conversion fees by the applicable bank or service provider – you acknowledge and agree that you will be responsible for any such fees and that the prices listed on the Platform excludes such fees.

## 2. Payment methods and processing

You will only be able to make payment for your orders using the methods set out on the order checkout page on the Platform – these methods include PayPal and credit cards. Please do not attempt to use any other payment methods as you may risk the loss of any payments made – MIRACLE BEGINNINGS LTD will not be responsible or liable for any such losses.

Upon submitting your order on the MIRACLE BEGINNINGS LTD webpage, the PayPal account or credit card (as applicable) that you selected will be charged for the amount of the order (including the applicable VAT charges and taxes).

## 3. Title transfer

MIRACLE BEGINNINGS LTD will retain the title in any products that you have ordered until full payment of the total price (including applicable shipping costs and taxes).

## 3. SHIPPING AND DELIVERY

All products and services purchased on the Platform are in digital format and will be delivered to the purchase via an email link within 24 hours of successful payment being received.

For more information on product or service delivery, including shipping prices and delivery times, please refer to the FAQs available at this webpage.

## PROGRAM ADDENDUM

These provisions apply when you participate in any one of our Programs offered by MIRACLE BEGINNINGS LTD on the Platform including;

1. Miracle Conception (preconception program)
2. Miracle Motherhood (pregnancy program)
3. Miracle Newborn (newborn baby program)
4. Little Miracle (baby care program)

If you do not agree to these provisions, you must not participate in any of the Miracle Beginnings Ltd Programs.

1. When participating in any of the Miracle Beginnings Ltd Programs, you represent, warrant and acknowledge the following:

(a)

you are participating in the Miracle Beginnings Ltd Program(s) entirely at your own risk, and acknowledge that if you make any modifications to the Miracle Beginnings Ltd Program(s) while participating in the Miracle Beginnings Ltd Program(s), or if you undertake, while trying to conceive or are pregnant, any MIRACLE BEGINNINGS LTD Program(s) or workouts not recommended by MIRACLE BEGINNINGS LTD, you also do so entirely at your own risk. In addition, you understand that, in participating in the MIRACLE BEGINNINGS LTD Program(s), there is (amongst other potential health risks), a risk of organ prolapse, back pain, bladder leakage, poor C-section scar healing, and the rate of reduction of diastasis recti (abdomen separation post birth). You acknowledge that these matters can all be affected by the pace, frequency and nature of exercise that you engage in during-and-post pregnancy and that you need to use caution and seek professional health advice if you are at all unsure about your health or fitness to continue, or health concerns arise after, you have undertaken any exercise as part of the MIRACLE BEGINNINGS LTD Program(s);

(b)

you have obtained and relied on the medical clearance of your doctor, physician, dietician, obstetrician or other medical professional in determining to participate (and once commenced, to continue participating in) the MIRACLE BEGINNINGS LTD Program(s);

(c)

MIRACLE BEGINNINGS LTD makes no representation or warranty that any particular fitness, nutrition or health program is suitable, safe or adequate for any particular User. Accordingly, MIRACLE BEGINNINGS LTD is not aware of and cannot determine your individual suitability for the MIRACLE BEGINNINGS LTD Program(s). To the maximum extent permitted by Applicable Laws, you will indemnify MIRACLE BEGINNINGS LTD and the Associated Parties and hold them harmless against all claims, demands, lawsuits, actions, proceedings, investigations, liabilities, damages, losses, costs or expenses including reasonable attorneys' fees, in any way arising out of, in relation to or in connection with directly or indirectly:

(i)

your participation in any and all of the MIRACLE BEGINNINGS LTD Program(s); or

(ii)

your breach of any of the provisions of the MIRACLE BEGINNINGS LTD Program(s), Addendum;

(d)

any information provided by you to Miracle Beginnings Ltd in connection with the MIRACLE BEGINNINGS LTD Program(s), including the fact that you have received medical clearance to participate in the MIRACLE BEGINNINGS LTD Program(s), is true, and you further acknowledge that MIRACLE BEGINNINGS LTD has relied on this representation in assuming that you can participate safely in the MIRACLE BEGINNINGS LTD Program(s); and

(e)

you know that you need to stop exercising and seek medical advice if at any time during or after having undertaken any exercise as part of the MIRACLE BEGINNINGS LTD Program(s), you feel generally unwell or experience pain or discomfort, lower back or abdomen pain, or any other form of pain or symptoms (including without limitation any symptoms that your doctor, physician, dietician, obstetrician or other medical professional advised you of prior to engaging in the MIRACLE BEGINNINGS LTD Program(s), or at any time thereafter).

## ADDITIONAL TERMS

If you live in one of the following countries or states, these Additional Terms apply and override any inconsistent terms in the Terms of Use:

### 1. CANADA

1. Section 1.1 (Eligibility) is replaced with the following:

By accessing or using the Platform, you confirm that:

(a)

you are of legal age in your country and not under 16 years old, or you have consent from your parent or guardian. In the case where you are resident in a province or jurisdiction where the legal age is 18 or 19 years old, you confirm that you are 18 or 19 years old or older (as applicable), or you have consent from your parent or guardian; and

(b)

you have full power, capacity and authority to agree to the Terms of Use and have not been previously suspended or removed from using the Platform.

## 2. UNITED STATES OF AMERICA

1. Section 1.1 (Eligibility) is replaced with the following:

By accessing or using the Platform, you confirm that:

(a)

you are of legal age in your country and not under 16 years old, or you have consent from your parent or guardian. In the case where you are resident in a state or jurisdiction where the legal age is 18 years old, you confirm that you are 18 years old or older, or you have consent from your parent or guardian; and

(b)

you have full power, capacity and authority to agree to the Terms of Use and have not been previously suspended or removed from using the Platform