

1-ON-1 BEMYBREASTFRIEND, LLC TERMS & CONDITIONS

Last Updated [12/7/2023].

We are thrilled to have you as part of our [BREASTFEEDING: BEYOND THE BOOB] BEMYBREASTFRIEND, LLC Program and can hardly wait to see the transformation that is about to take place!

It is important that we begin this relationship with a clear understanding of how we will work together in order to work towards achieving your goals. Please review these 1-on-1 BEMYBREASTFRIEND, LLC Terms & Conditions ("Terms") very carefully. By participating in our [BREASTFEEDING: BEYOND THE BOOB] BEMYBREASTFRIEND, LLC Program, you are agreeing to and are expressing that you have been given reasonable access to review these terms prior to your participation. These Terms are binding as of the date you purchase or access our products and/or services. Of course, we are happy to clarify anything or answer any questions you may have.

General Purpose. These Terms are between you ("Client," "you," "your") and [BEMYBREASTFRIEND, LLC] ("BEMYBREASTFRIEND, LLC," "we," "us," "our") for the purpose of participating in the [BREASTFEEDING: BEYOND THE BOOB] BEMYBREASTFRIEND, LLC Program (the "Program") whether through the BEMYBREASTFRIEND, LLC's website at [HTTP://WWW.BEMYBREASTFRIEND.COM] or any related domains or subdomains (the "Website"), video or audio conferencing platforms, telephone, or in person. The BEMYBREASTFRIEND, LLC and the Client will collectively be referred to as "Parties," and each individually as a "Party."

By clicking "Add to Cart," "Buy Now," or any other phrase on the purchase button, submitting a payment electronically or in-person, or subscribing through the Website, or otherwise enrolling in the Program, you are agreeing to adhere to and be bound by following terms and conditions{ together with the Terms of Use and our Privacy Policy, all of which are hereby incorporated by reference} *INCLUDE THIS PHRASE IF YOU HAVE PURCHASED THESE ITEMS FROM OUR STORE OR OTHERWISE HAVE THEM IN PLACE FOR YOUR WEBSITE (MAKE SURE TO RENAME THEM HERE IF YOUR DOCUMENTS ARE TITLED DIFFERENTLY* (the "Terms"):

Scope of Services. The [BREASTFEEDING: BEYOND THE BOOB] BEMYBREASTFRIEND, LLC Program will begin on the date indicated in the Welcome Email you will receive after payment is made. The Program will consist of the following:

- [BREASTFEEDING: BEYOND THE BOOB]
- 45 minute virtual lactation consultation
- One (1) Breastfeeding: Beyond The Boob Guide
- Two (2) weeks of text support powered by Practice Better

- One (1) bemybreastfriend Silicone Nipple Ruler*
- **If consult is scheduled two (2) weeks in advance, bemybreastfriend nipple ruler will be delivered in time to your home for measuring and sizing during virtual consult. If consult is canceled after the silicone ruler has been delivered but before the consult, invoice for \$9.99+ shipping will be sent to complete silicone ruler costs.

Payment + Billing. The cost of our Program is a one time fee of \$[250]. By providing the BEMYBREASTFRIEND, LLC with your preferred payment method, you represent that you: (i) are authorized to use, and (ii) authorize the BEMYBREASTFRIEND, LLC to charge that payment method (the “Authorized Payment Method”) for any fees related to your purchase of the Program, including without limitation fees relating to any paid feature of the Website and/or subscription service of the BEMYBREASTFRIEND, LLC in which you have chosen to enroll (collectively, the “Fees”). If you are taking advantage of any limited time trial-period offer and you do not cancel the service on or before the last day of the trial period, you are authorizing us to charge your payment method for the service. Unless otherwise indicated, all Fees are in [USD].

Client’s Responsibilities. In order to get the most out of the Program, you understand and agree that:

1. You should join each BEMYBREASTFRIEND, LLC Session on time or early through the video conference link provided by us.
2. You must notify us promptly if you need to reschedule. Canceling or rescheduling less than 24 hours before the scheduled session [will, at the BEMYBREASTFRIEND, LLC’s discretion] result in forfeiture of that session.
3. We may assign homework for you to complete prior to a BEMYBREASTFRIEND, LLC Session. Completing your homework in advance will greatly enhance your experience and participation during the Session.

BEMYBREASTFRIEND, LLC’s Responsibilities. We are fully committed to supporting you on your journey through our [BREASTFEEDING: BEYOND THE BOOB] Program. We promise to conduct ourselves professionally and maintain the ethics and standards prescribed by the Board Certified BEMYBREASTFRIEND, LLC Code of Ethics, which can be accessed [here](#).

Office Hours + BEMYBREASTFRIEND, LLC Communication. We are generally available from [Monday-Friday 9 a.m. to 5 p.m. EST / etc.]. All communication for BEMYBREASTFRIEND, LLC will be done through [Email/Practice Better]. Because we cannot monitor other channels of communication, such as social media direct messages, for our BEMYBREASTFRIEND, LLC clients, we will use the above methods of communication exclusively for all BEMYBREASTFRIEND, LLC clients.

Communication Between Sessions. If you need additional support outside of BEMYBREASTFRIEND, LLC Sessions, we are happy to connect. Additional 1-on-1 calls can be scheduled at a rate of \$[200] per [hour].

License for Use. By purchasing the Program through our Website, you are agreeing to the Group BEMYBREASTFRIEND, LLC Terms and Conditions and, in return, we are providing you with a limited, non-transferable, non-exclusive, revocable, personal-use license (“License”) for you to participate in the Program by yourself only. *BREASTFEEDING: BEYOND THE BOOB* {Sharing, copying, reproducing,

modifying, publishing, selling, or otherwise distributing Program Materials (the “Materials”), whether publicly or privately, is expressly prohibited. You may, however, copy or print instructional materials, information, and guides within the Materials for personal use, provided that all original formatting, copyright and trademark notices, and branding remains intact. Your limited license allows you to access the Program and use any associated materials for yourself only. If you have multiple team members who would need access to the Program, you must purchase an additional License for each member of your team and ensure they are aware of these Terms.} *BREASTFEEDING: BEYOND THE BOOB* {You are permitted to modify, copy, edit, print, and otherwise adapt the Materials for use for yourself and/or your business as long as you agree to adhere to all state and federal laws and intellectual property terms contained in these Terms. You are not permitted to reproduce, give away, publish, sell, or distribute the Materials in any way, whether publicly or privately. You agree to modify the Materials only in a manner consistent with these Terms.}

Intellectual Property. We own and retain all rights, titles, and interests in and to the Program and Program Materials. Nothing in these Terms transfers any intellectual property ownership beyond the limited license described in the above section, and we reserve all rights not expressly granted to you. {Permission to alter or modify the Materials in a way that is consistent with these Terms does not grant you intellectual property ownership or the right to modify the Materials beyond these conditions, and in no way expands the limited license provided upon purchase.}

Independent Contractor Status. Our working relationship with you is one of an independent contractor and is not to be misconstrued as formal employment or a business partnership in any venture. As your BEMYBREASTFRIEND, LLC, we fully understand that we:

- Are solely responsible for paying all necessary taxes and handling withholdings where applicable according to the tax information you may provide to us.
- Providing workers’ compensation, unemployment, and other employee benefits, where applicable.
- Are not entitled to any of the benefits of an employee.
- Do not have and may not present ourselves as having the authority to enter into contracts on behalf of the Client.
- May not make any agreements or representations on your behalf.
- Must comply with all applicable laws and regulations in delivering the Program.

Other Business Activities. You understand and agree that this is not an exclusive relationship, and that we have the right to provide BEMYBREASTFRIEND, LLC to other clients during the Term of these Terms as long as it does not hinder us from delivering the Program to you and does not introduce any conflict of interest. {During the Term of these Terms and for [2/number] [months/period] following the end of this partnership, we agree not to provide BEMYBREASTFRIEND, LLC services for other clients that directly compete with you, including but not limited to [Client’s direct competitors], without prior written permission from you.}

BEMYBREASTFRIEND, LLC’s Warranties. By signing these Terms, we are communicating that we have the right to enter into these Terms and are not violating any other contractual agreements in doing so.

Confidentiality. In order to get the maximum benefit from participating in the Program, you will want to share some information about your business offerings, business strategies, or other information that is

not available to the public, confidential, or proprietary in nature (collectively, the "Confidential Information"). We agree to:

1. Protect and safeguard the Confidential Information disclosed or otherwise made known to us;
2. Use the Confidential Information only in connection with the Program;
3. Refrain from using the Confidential Information in any way that would be detrimental to you;
and
4. Only disclose the Confidential Information to our employees or other designees on a need-to-know basis.

We understand and agree that our obligations under this provision survive termination of these Terms by either party.

Consent to Use. By submitting reviews, images, comments, testimonials, or tags ("Submissions") to us on any platform including, but not limited to social media and online reviews, you are by default granting us a commercial license and voluntarily releasing us to use your Submissions for any reasonable future business use. {In doing so, we may use your name {and/or photo} along with any other publicly acknowledged information that has been revealed by you when referring to your Submissions on our Website, marketing materials, guides, and any other platform not expressed in these Terms.}

{Non-Compete. For a period of [3/number] [year/other period] after you purchase the Program from this Website or otherwise agree to these Terms, you understand and agree that you may not provide any services, engage in any aspect of business, and/or represent yourself and/or your business as [a] [Lactation Counselor, or Lactation Consultant] BEMYBREASTFRIEND, LLC *EXAMPLE: Digital Products Launch BEMYBREASTFRIEND, LLC* in a way that would be considered similar in nature to us or our offerings. This includes offering programs that are seen as similar to the Program you purchased from the BEMYBREASTFRIEND, LLC throughout [the United States of America and its territories] without the prior written consent of the BEMYBREASTFRIEND, LLC.}

Disclaimer. 1-on-1 BEMYBREASTFRIEND, LLC is a professional relationship in which we work with a client on an individual basis, introducing topics and facilitating discussions around goal setting, identifying areas of improvement, and gaining insight in terms of working toward improvement in those areas.

1-on-1 BEMYBREASTFRIEND, LLC is distinct from consulting in that the purpose of BEMYBREASTFRIEND, LLC is to facilitate the Client's creative and strategic process, while the purpose of consulting is to provide specific advice, strategy, or assistance. While the Program may address or uncover certain roadblocks that are impeding the Client's progress toward achieving your goals, under no circumstances will the BEMYBREASTFRIEND, LLC provide therapy nor give psychological, medical, financial, legal, or other advice that may require specialized training and/or licensure. As such, we will not be responsible for any damages that result from your participation in the Program.

No Warranties + No Guarantees. We are offering this Program on an "As-Is" basis for individual use by you at your own risk and without any warranties, whether express or implied, including, but not limited to warranties of title; merchantability; fitness for a particular use; or any rights or licenses in these Terms. The BEMYBREASTFRIEND, LLC makes no warranty as to the accuracy and reliability of information set forth in the Program, the Website, and Program-related materials. You understand and agree that

participating in this Program does not guarantee specific results, including financial or other business gains for you personally and/or for the business. Program materials are provided for informational purposes only and you are responsible for implementing any business practices or suggested actions based on the Program.

Return Policy. When you pay for this Program, you are paying for:

- An in-depth analysis of your personal situation;
- Onboarding into the Program;
- Us foregoing our ability to work with other clients; and,
- The work we perform with you during the Program.

As a result, In addition, no modifications to your purchase will be granted once your purchase is made. This refers to Digital Products, and live workshops. Thank you for understanding}.

{If our Products did not meet your needs and you have followed the conditions in this section, we are willing to offer a [14 day refund. To process a]-[day/other period] return policy. In order to qualify for a refund please email KRISTEN@BEMYBREASTFRIEND.COM at 11:59PM EST on the 14th night. A written email must be sent stating that any and all digital downloads have been deleted from ones property with zero access to it. Should this be violated legal action will follow.

{Subscriptions + Subscription Cancellations. When you purchase access to the Program on an ongoing subscription basis (for example: weekly, monthly, quarterly, or annually), you are authorizing the BEMYBREASTFRIEND, LLC to process incurred and recurring Fees until the subscription is terminated and all outstanding fees have been paid in full. You must keep a valid Authorized Payment Method on file with the BEMYBREASTFRIEND, LLC. Recurring payments are billed [in advance at [30/number] intervals (each, a “Billing Date”)/on the initial date of purchase on a prorated basis, then on the [30th/number] day of the months that follow]. If we are unable to successfully process a payment of the Fees using your Authorized Payment Method, we will make a second attempt to process payment [2/number] days later, then we will make a final attempt [2/number] days following the second attempt if it is unsuccessful. If the final attempt is unsuccessful, we reserve the right to suspend or revoke your subscription until all current and outstanding Fees are paid. If outstanding Fees remain unpaid for [90/ number] days following the suspension date, the BEMYBREASTFRIEND, LLC reserves the right to refer your account to collections. The Client has [30/number] days to notify the BEMYBREASTFRIEND, LLC of any issues with recurring payments.

You are required to complete all payments for the subscription period you committed to at purchase. At the end of the subscription period, the subscription service will auto-renew on a [monthly/quarterly/ semi-annual, etc.] basis and may be canceled at any time in writing. If any payment is returned unpaid or the payment method is rejected during the subscription period, the BEMYBREASTFRIEND, LLC or its service providers reserve the right to collect any applicable fees as permitted by law. If you fail to make any payment on time and fail to correct such missed payment within [30/number] days, or if you fail to

make any [2/number] payments on time, the BEMYBREASTFRIEND, LLC is permitted to cancel your participation in the program by providing written notice at the email address provided by you. Upon cancellation, you agree and promise to pay the BEMYBREASTFRIEND, LLC a cancellation fee as damages equal to (i) the amount of any missed payments, plus (ii) [50/number]% of the remaining amounts due under the Agreement. The cancellation fee is due immediately, and the BEMYBREASTFRIEND, LLC is authorized to use any credit card or bank account on file to collect such fee. The BEMYBREASTFRIEND, LLC will have no further obligations to perform under these Terms following cancellation.}

Chargebacks. By attempting a chargeback with your financial institution, you are expressly agreeing to pay the full cost of your original purchase, plus any fees or associated costs incurred by the BEMYBREASTFRIEND, LLC. We have the right to present these Terms to your financial institution, any payment processing product and/or investigating agency concerning the attempted chargeback or financial dispute.

Promotions + Discounts. We may occasionally market and/or advertise promotions, discounts, limited time offers, and/or bonuses (“Promotions”) to potential customers. You are entitled to take advantage of any active Promotions when you purchase our Program. Promotions are offered manually and/or through automated campaigns at any given time and are not guaranteed to be available when you make a purchase through the Website. We reserve the right to change or alter any Promotions at any time and at our sole discretion. {If you made a purchase of our Program prior to any associated Promotions, we are unable to [honor the new offer, give you store credit, return a portion of your purchase, etc.]}

{Non-Compete. For a period of [3/number] [year/other period] after you purchase the Program from this Website or otherwise agree to these Terms, you understand and agree that you may not provide any services, engage in any aspect of business, and/or represent yourself and/or your business as [a] [Lactation Counselor, or Lactation Consultant] BEMYBREASTFRIEND, LLC *Breastfeeding: Beyond The Boob BEMYBREASTFRIEND, LLC* in a way that would be considered similar in nature to us or our offerings. This includes offering programs that are seen as similar to the Program you purchased from the BEMYBREASTFRIEND, LLC throughout [the United States of America and its territories] without the prior written consent of the BEMYBREASTFRIEND, LLC.}

Age Limitations. You acknowledge you are able to perform any and all of the obligations required under these Terms of Purchase. By submitting payment or otherwise enrolling through the Website, you warrant that you meet all legal age limits in your jurisdiction that are required to use this Website and/or purchase Products.

Changing Terms. We reserve the right to update and revise these Terms at any time without notice to you. Your continued participation in the Program and use of the Website after we have updated the Terms of Purchase indicates your acceptance and agreement to the changes.

Privacy + Protection of Personal Information. We respect your privacy and are committed to protecting it. We may use certain information that we collect from you to operate [BEMYBREASTFRIEND, LLC] and provide our Program. Please review our [Privacy Policy] to understand the types of data we collect from you and your devices (“Data”) in connection with your purchase of the Program through the Website and how we use your Data.

Error in Store Presentation. We strive to present information that is published correctly and update the Website regularly in a way that allows us to correct any resulting errors. However, any of the content on the Website may, at any given time, be incorrect or out-of-date. We reserve the right to make changes to Program prices, specifications, processes, Promotions, availability, and to the Website as a whole at any time under any circumstance.

Termination of Use. We may terminate your account or restrict your use of the Website and/or participation in the Program at any time for any reason. Under these Terms, you understand that you are responsible for any orders and purchases you make or charges you incur prior to such termination. The BEMYBREASTFRIEND, LLC may change, discontinue, or otherwise suspend the Website for any reason, at any time, and without prior notice to the Client.

Limitation of Liability. The BEMYBREASTFRIEND, LLC is in no way liable to the Client or any other third party for any and all damages including, but not limited to, punitive or exemplary damages or those resulting from negligence relating to these Terms, regardless of whether the Client was advised of such damages, the foreseeable nature of the damages, and the legal or equitable theory upon which the claim for damages is based.

This Limitation of Liability provision does not purport to affect any liability that cannot be excluded or limited under the law.

Maximum Damages. Our entire maximum liability and your sole remedy for any actions or claims shall be limited to the actual amount paid by you for the Program you have purchased through the Website.

Binding Arbitration. In the event there is a dispute between the Parties that cannot be brought to an amicable mutual understanding, the Parties understand and agree that such dispute will be handled through binding arbitration in alignment with the rules of the American Arbitration Association. The Parties understand that they will be bound by any decision rendered by the arbitrator and/or arbitration proceedings. The arbitration itself will be held in [Will County, IL]. If the arbitration is unable to move forward in the designated jurisdiction, the BEMYBREASTFRIEND, LLC will unilaterally elect another venue for the arbitration. The Parties will equally share in the costs and expenses of arbitration and any related proceedings.

Choice of Law. These Terms and the Parties' relationship are governed by the laws of the State of Illinois. In the event of conflicting laws, the laws of [Will County IL] will control.

Notices. We may provide notice to you by: (i) sending a message to the email address provided by you, or (ii) by posting to the Website. Notices sent by email will be effective at the time of sending and notices posted to the Website will be effective upon posting. You may provide notice to the BEMYBREASTFRIEND, LLC by certified mail to [BEMYBREASTFRIEND, LLC] [BEMYBREASTFRIEND, LLC or PO Box 368 300 N Vine Street New Lenox, IL 60451]. Notices provided by certified mail will be effective upon actual receipt of the notice.

Severability + No Waiver. If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court with jurisdiction, all other provisions set forth in these Terms will remain valid and enforceable. By failing to enforce any right or provision of these Terms, we are not waiving the right or ability to enforce the same rights or provisions in the future. Any right or provision in these Terms will only be

considered waived if done so in writing by an authorized representative of the BEMYBREASTFRIEND, LLC.

Transfer + Assignment. You may not transfer or assign any of your rights under these Terms to any third party without the express written consent of the BEMYBREASTFRIEND, LLC.

Force Majeure. To the extent that any failure or delay in our delivery of the Program under these Terms is caused by or results from acts or circumstances beyond our reasonable control, we will not be liable or responsible to you and the same will not be considered a breach of these Terms. Such acts or circumstances beyond our reasonable control could include, without limitation, acts of God, fire, flood, earthquake, natural disasters, cyber attacks, terrorism, revolution, insurrection, civil unrest, national emergency, epidemic, pandemic, labor disputes, supply chain restraints or delays in obtaining suitable materials, materials breakdown, telecommunications breakdown, or power outage.

Headings for Convenience Only. The headings in these Terms are included for convenience and reference, and are not meant to describe, define, or limit the scope or intent of any provision.

Entire Agreement + All Rights Reserved. In concluding these Terms, you understand and acknowledge that these Terms constitute the final agreement and supersede all others regarding the purchase, sale, and use of the Program and the use of the Website. The BEMYBREASTFRIEND, LLC reserves any and all rights not expressly granted in these Terms.