

TERMS & CONDITIONS: MAMA BE FERTILITY

By accessing or using this website and or our services, you agree to all of the terms and conditions of this agreement (**Agreement**).

2. This Agreement explains the terms of service, responsibilities, benefits, restrictions and liabilities you agree to by accessing or using our services or information provided by us. As a user of our website(s) or as a user of our products and/or services, you enter into the following legally binding agreement.

3. This Agreement constitutes the entire and only agreement between us and supersedes all prior or contemporaneous agreements, conduct, representations, warranties and understandings.

4. Please read this Agreement carefully. If you do not agree to these terms and conditions, please discontinue your access to this website and our services immediately.

Parties

5. Where this Agreement refers to "we", "our", "ours" or "us" it is referring to Mama Be Sole trader (**Katharine Gailard**), our affiliates or any directors, officers, employees, agents, contributors, third party content providers or licensees involved in service or product provision.

6. Where this Agreement makes reference to "user", "you", "your" and/or "yourself" it is referring to any and all persons or entities using services provided via our website or accessing information, services and/or products provided by us. Our products and services are non-transferrable and you are not permitted to assign this Agreement.

Eligibility

7. As a condition of this website, you warrant that you are 18 years of age or older in order to register for an account and contribute to our online community and you possess the legal authority to enter into this Agreement and to use this website in accordance with all the terms and conditions herein.

Your Acceptance of These Terms

8. Your decision to use our website, any service or product or make commercial enquiry of us, indicates your acceptance of this Agreement, whether seen or unseen, read or unread, understood or misunderstood as well as the policies mentioned in this Agreement.

Changes to These Terms and Our Policies

9. We reserve the right to modify or remove terms of this Agreement and our policies at any time by posting changes online via our

website <http://mamabe.co.uk>. We will make all reasonable efforts to inform you of those changes. Your continued use of our services is your indication that you agree to all changes (including those which you may have been unaware of).

Right to Terminate

10. We reserve the right to terminate this Agreement or your use of the website or our community at any time in our absolute discretion, with your sole entitlement being a right to refund of any unused portion of membership payments.

11. Refunds are not provided for Services that have been rendered by us, including where you have been given access to online content or our online community, whether accessed by you or not, unless we are in breach of your statutory rights.

Jurisdiction and Limitations Notified

12. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of England for the purpose of hearing and determining any dispute arising out of or in connection with this Agreement or its formation or validity and for the purpose of enforcement of any judgment against their respective assets.

13. Any provision that is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining terms nor affect the validity or enforceability of that provision in any other jurisdiction.

14. We do not warrant that the content of our website(s) complies with the laws of your country or jurisdiction. You accept responsibility for ensuring or confirming compliance with all laws that apply to you.

15. Nothing on our website(s) constitutes an offer to provide products or services in any jurisdiction if to do so would contravene the laws of that jurisdiction.

Liability is Limited and Indemnities Apply

16. The disclaimers, liability limitations and indemnities within this Agreement do not exclude rights that by law may not be excluded.

17. We do not make any express or implied representation or warranty about, or shall be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special or consequential loss, damages or reliance in connection with any of our sites, content or any products or services provided by us.

18. In no event will we be liable for any damages whatsoever, including but not limited to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other

intangibles, or the cost of procurement of substitute goods or services arising out of or related to the use, inability to use, unauthorised use, performance or non-performance of or reliance upon this website or our services even if we have been advised previously of the possibility of such damages and whether or not such damages arise in contract, tort, under statute, in equity or at law.

19. You indemnify us from all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred or suffered by you or us as a direct or indirect consequence of using or attempting to use our information, products, services or any breach by you or your agents of this Agreement. We are not responsible for, and expressly disclaim all liability for damages of any kind arising out of use, reference to, or reliance on any information contained within our website(s), or through use of our products or services.

20. The limitation and terms explained herein includes (but is not restricted to) loss or damage you might suffer as a result of:

- a. Reliance on the completeness, accuracy, suitability or currency of information, products or services irrespective of any verifying measures taken by us (including third party material and advertisements).
- b. Failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records.
- c. Accessing websites or servers maintained by other organisations through links on our website(s), online community or services. Links are provided for convenience only. We do not endorse linked websites nor their products and services and you access them at your own risk.
- d. The use of credit card or other financial information, failure to complete (or delay in completing) any transaction, or other loss or damage arising from any transaction made or attempted on your website(s), our website(s) or via our procedures.
- e. Defamatory, threatening, offensive or unlawful conduct of third parties or our publication of any materials relating to or constituting such conduct.

Opinions Given and Variability of Suitability

21. Opinions expressed on or off our website or online community are at times those of relevant contributors. We do not necessarily share or endorse those opinions.

22. Where observations or commentary are offered, individual application and relevance may vary significantly dependent upon any particular individual circumstances. When you require specific advice for your individual circumstances, you should consult an expert disclosing all relevant matters. We endeavour to assist in areas where we have expertise, but do not accept

responsibility for commentaries made beyond those required of us by law and not excludable under the law within our jurisdiction and this Agreement. Website, as well as other service and product consultations can cover a broad range of business and related topics and you are responsible for evaluating and acting upon any consultations received.

23. We make no representations as to the currency, suitability, accuracy, validity or completeness of any information and will not be liable for omissions, errors or delays in this information or any injuries, losses or damages arising from its use or display.

Warranties and Exclusion of Implied Warranties

24. To the maximum extent permitted by law, we exclude all warranties by us that otherwise would be implied in any transactions for the supply by us of our website(s), online community, information, products or services (including warranties of satisfactory quality, merchantability and fitness for purpose). All warranties and guarantees offered are expressly as stated and limited to that clearly stated therein.

25. All warranties and guarantees are offered strictly to those services named within the text of the warranties and/or guarantee and under the terms and provisions stated. There is no implied extension of the warranties and guarantees of one service or product applying to another product or service.

Monitoring of and Responses to Non-Compliance

26. We reserve the right to monitor your compliance with this Agreement by any means and to take action if we deem it necessary.

27. We reserve the right to determine whether your actions are a breach of any of these terms.

28. We reserve the right to act on any complaint received and will cooperate and assist fully with law enforcement agencies if required.

29. We will report breaches of this policy to appropriate law enforcement agencies where deemed appropriate.

30. We reserve the right to charge fees for problems caused by breaches of this Agreement. These charges will be equal to any resulting cost incurred by us, as calculated by us and explained to you in writing. You will receive an invoice, with terms of 14 days, payable via our usual payment facility and method.

Non-Disparagement

31. You agree that you will not engage in any conduct or communications with a third party, public or private, designed to disparage us, our products or services or Katharine Gailard including but not limited to any remark, comment, message, information, declaration, campaign, communication or other statement of any kind, whether verbal, in writing, electronically

transferred or otherwise, that might reasonably be construed to be derogatory, defamatory, libelous or slander.

Continuity of Services, Conditions and Product Availability

32. We do not warrant that we will continue to make our website(s), online community, services or products available. We reserve the right at any time to stop providing services, to impose or alter fees and/or use alternative products and or services.

33. We reserve the right at any time to alter information, products or services in such a way as to change the equipment needed by you to access or use the website or any part of it.

Use of Membership and Registered User Services

34. We may offer services not available to non-registered users.

35. If you are a registered user or member to this website, you acknowledge and agree that:

a. You are solely responsible for protection and confidentiality of any password or member identification that may be issued to or subscribed for by you from time to time (**Password**);

b. You will not reveal (or cause to be revealed through any act or omission) your Password to any other person;

c. You will immediately notify us if your Password is lost or becomes known to any other person;

d. You are solely responsible for all access to and use of this site via your Password, whether such access or use is by you or any other person; and

e. Any information you provide to us for posting or inclusion in our online community, at any time, becomes our property.

36. Where a member service is for one user only, you will not let any other person use your Password or any registered user or member services.

37. We may cancel or discontinue your use of or access to any member service without liability to refund any fees paid in advance for future services if you have breached these terms.

Privacy and Confidentiality

38. Our Membership is subject to Mama Be's Privacy Policy.

39. We respect your privacy and insist that you respect the privacy of other members (**Participants**), accordingly, consider this a mutual non-disclosure agreement.

40. As a member, you agree:

a. Not to infringe on any copyright, patent, trademark, trade secret or other intellectual property rights of Mama Be and the Participants.

b. That any confidential information shared by the Participants or any of our representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to us.

c. That all materials and information provided to you by us are our confidential and proprietary information and intellectual property, belong solely and exclusively to us, and may only be used by you as authorised by us.

d. The reproduction, distribution and sale of these materials by anyone but us is strictly prohibited.

e. That if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

41. While you are free to discuss your personal results from our services, you must keep the experience and statements, oral or written, of the Participants in the strictest of confidence.

Copyright and Trademark notices

42. All material on this website, our online community or provided by us in the delivery of our services, including (but not limited to) course content, text, graphics, information architecture and coding, is subject to copyright. While you may browse or print the content for non-commercial or personal use, you must obtain our prior written permission if you'd like to use, copy or reproduce any part of the website, our online community, our products or services for any other purpose. To ask for permission or for further information, please contact us via info@mamabe.co.uk].

43. Nothing contained on the website should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without the express written permission of the association or the third party owner of any such trademark.

44. We provide you with our services and content (both online and offline) solely for your personal, non-commercial use, and you agree that you will not use such proprietary information or materials in any way whatsoever except for use in compliance with this Agreement. You will not use our course, or the materials available through our services in a manner that constitutes an infringement of 'Mama Be' rights or that has not been authorised by Mama Be. Unless explicitly authorised in this Agreement, you may not modify, copy, reproduce, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material provided by us pursuant to delivery of our services. You may, however, from time to time, download and/or print one copy of individual pages of our website(s) for your personal, non-commercial use, provided that you keep intact all copyright and other proprietary notices.

45. You may not create derivative works, resource guides, marketing or business materials, source material, intellectual property, websites, blogs, web content, or any other works that reference Mama Be, its agents, employees

or assigns, and our services, or infringe on any of our intellectual property in any way.

Accounts and Financial Transactions

46. Some of our payments are operated through an online and automated billing system (**Online Payment**). Where your payments are made via Online Payment:

a) You agree to ensure sufficient funds are available in your nominated account to meet any account withdrawals made by us on their scheduled due dates.

b) If payment is defaulted or not received, you authorise us to debit any outstanding funds from your nominated account without need for notification at a future date.

47. Where another agent or enterprise is debiting funds pursuant to an arrangement entered into with us, you also affirm the same rights and undertakings explained in this policy to them.

48. We reserve the right to suspend or terminate any service or account, at our discretion, if payment is defaulted.

49. We reserve the right to on-sell or otherwise authorise a debt-collection or other authorised agency to collect any amount not paid by you.

50. We reserve the right to inform credit watch monitoring services of ongoing defaults trends or payment-avoiding strategies employed where we deem it is appropriate.

51. We endeavour to work with clients who have financial difficulties to ensure actions such as those listed above do not happen. If you are having difficulties or require a payment plan please contact us.

52. In circumstances where we invoice you for payment, payment is due and payable by the payment date noted on the invoice. Failure to make payment by the payment date may lead to suspension of use of our Services.

Rights and Limitations Pertaining to Websites and Our Online Community

53. We do not assume any obligation to monitor or censor materials of any site hosted by us or our online community.

54. We reserve the right to host both moderated and non-moderated forums and other web pages to which website users can post materials (**Forums**). We are not responsible for materials posted to Forums by third parties, whether or not we moderate those Forums; materials altered by us in moderating Forums; or our removal of, or failure to remove, all or any part of those materials.

55. We may add or delete information to any message originated via our website(s) or online community.

56. If we publish material submitted by any third party, the author of that content permits all other users to access, view, store or reproduce the material for their personal, non-commercial use.

57. If we publish material submitted by you, any third party, or us and the web page indicates that the content of that page is available for dealing under a

creative commons license, others are also authorised to deal with the relevant content under the terms of that license.

58. If you submit material to any of our websites or online community you grant, or warrant that the owner of such material has granted, to us and our affiliates, third party content providers and licensors a world-wide, non-exclusive, royalty free, perpetual, irrevocable, unrestricted and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such materials, or incorporate them in other works, in whole or in part; use the names and images (if any) that you submit with any such material, including names and images identifying you as the author of the material; and exploit all proprietary rights (such as copyright, trademarks and service marks) in any such material, in any form, media or technology now known or later developed, for any purpose, commercial or otherwise (including promotion of us or our objectives).

59. If you submit material to any of our websites or online community, you consent to us and any person authorised by us doing any or all of the above despite all moral and similar rights you may have or later acquire in respect of any such material.

60. If we publish material submitted by you for publishing, you permit all other users to access, view, and store or reproduce the material for their personal, non-commercial use.

Fertility Success Disclaimer

61. When addressing fertility success matters in any of our websites, videos, newsletters, provision of our services or other content, we've taken every effort to ensure that we accurately represent our services and their ability to naturally enhance your fertility and improve your life. However, we do not guarantee that you will get any results using any of our ideas, tools, strategies or recommendations, and nothing on our website(s) or online community is a promise or guarantee to you of future fertility success.

Results

62. By accessing our services and or purchasing our products and or services, you accept, agree and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties or guarantees verbally or in writing regarding your health or fertility success.

63. You alone are responsible for your actions and results in life and your health and fertility success which are dependent on personal factors.

64. You acknowledge and accept that any testimonials or endorsements by our clients or audience represented by us have not been scientifically evaluated by us and the results experienced by individuals may vary significantly.

65. Any statements outlined on our website(s), courses, products, services, content and offerings are simply our opinion and are not guarantees or promises of actual performance. We offer no medical or psychological advice.

Content You Post

66. Where you post any images or content on our online community, you accept responsibility for obtaining any trademarks, copyright, relevant releases or licenses required.

67. You agree to release us, defend us, and hold us harmless from and against any claims, damages or liability arising from or related to the use of photographs which you post.

Dispute Resolution

68. If a dispute arises in connection with this Agreement, a party to the dispute must give to the other party to the dispute notice specifying the dispute and requiring its resolution under this clause (**Notice of Dispute**).

69. After the receipt of a Notice of Dispute, the parties to the dispute must negotiate in good faith to resolve the dispute.

70. If the dispute is not resolved within 21 days after the Notice of Dispute is given to the other party or parties (**First Period**), the dispute is by this clause submitted to mediation. The mediation must be conducted in London, United Kingdom in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties. The mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR Notice**) to the other party(ies) to the dispute requesting mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 21 days after the date of the ADR notice.

71. The parties must pay the mediator's remuneration in equal shares.

72. Each party must pay its own costs of the mediation.

73. If the dispute is not resolved within 28 days after the appointment of the mediator (**Second Period**), the Parties will be free to resolve the dispute by any other means they deem fit.

Severability

74. If any provision of this Agreement is prohibited or unenforceable the unenforceability does not invalidate the remaining provisions of this Agreement.

Waiver

75. The failure of any party to insist on the performance of any obligation contained in this Agreement shall not be deemed to be a waiver of such obligation.

76. Waiver of any breach of any provision shall not be deemed to be a waiver of any other breach of such provision or any other provision.