

Terms + Conditions

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE. All users of this site agree that access to and use of this site is subject to the following terms and conditions and other applicable law. If you do not agree to these terms and conditions, please do not use this site.

TERMS AND CONDITIONS

The Website Standard Terms And Conditions contained herein on this webpage, shall govern your use of this Website, including all pages within this Website (collectively referred to herein below as this “Website”). These Terms apply in full force and effect to your use of this Website and by using this Website, you expressly accept all terms and conditions contained herein in full. You must not use this Website, if you have any objection to any of these Website Standard Terms And Conditions.

COPYRIGHT

The entire content included in this Website including but not limited to text, graphics or code is copyrighted as a collective work under the Canadian and other copyright laws, and is the property of Mom Concierge & Mom Concierge Recommends brands represented under Mountain Momma Collective Ltd. The collective work includes works that are licensed to Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. and The Mom Concierge Community - Pregnancy, Postpartum & Baby’s First Year. **ALL RIGHTS RESERVED.** Permission is granted to electronically copy and print hard copy portions of this Website for the sole purpose of placing an order with Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd., or purchasing products from Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd.

You may display and, subject to any expressly stated restrictions or limitations relating to specific material, download or print portions of the material from the different areas of the Website solely for your own non-commercial use, or to place an order with Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd., or to purchase Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. products. Any other use, including but not limited to the reproduction, distribution, display or transmission of the content of

this Website is strictly prohibited, unless authorized by Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd.

You further agree not to change or delete any proprietary notices from materials downloaded from the Website.

TRADEMARKS

All trademarks, service marks and trade names of Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. used on the Website are trademarks or registered trademarks of Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd.

WARRANTY DISCLAIMER

This Website and the materials and products on this Website are provided “as is” and without warranties of any kind, whether express or implied. To the fullest extent permissible pursuant to applicable law, Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. does not represent or warrant that the functions contained in the Website will be uninterrupted or error-free, that the defects will be corrected, or that this Website or the server that makes the Website available are free of viruses or other harmful components. Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. does not make any warranties or representations regarding the use of the materials in this Website in terms of their correctness, accuracy, adequacy, usefulness, timeliness, reliability or otherwise. Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you.

LIMITATION OF LIABILITY

Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. shall not be liable for any special or consequential damages that result from the use of, or the inability to use, the materials on this Website or the performance of the products, even if Mom Concierge & Mom Concierge Recommends represented

under Mountain Momma Collective Ltd. has been advised of the possibility of such damages. Applicable law may not allow the limitation of exclusion of liability or incidental or consequential damages, so the above limitation or exclusion may not apply to you.

FOR EDUCATIONAL AND INFORMATIONAL PURPOSES ONLY

The information provided in or through this Website is for educational and informational purposes only and solely as a self-help tool for your own use.

NOT LEGAL OR FINANCIAL ADVICE

Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd., and its associates, employees and consultants are not attorneys, accountants or financial advisors, nor are we holding ourselves out to be. The information contained in this Website is not intended to be a substitute for legal or financial advice that can be provided by your own attorney, accountant, and/or financial advisor. Although care has been taken in preparing the information provided to you, we cannot be held responsible for any errors or omissions, and I accept no liability whatsoever for any loss or damage you may incur. Always seek financial and/or legal counsel relating to your specific circumstances as needed for any and all questions and concerns you now have, or may have in the future. You agree that the information on our Website is not legal or financial advice.

PERSONAL RESPONSIBILITY

You aim to accurately represent the information provided to us on or through our Website. You acknowledge that you are participating voluntarily in using our Website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this Website, and you agree to use your own judgment and due diligence before implementing any idea, suggestion or recommendation from our Website to your life, family or business.

CODE OF CONDUCT

You may not use Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. for any illegal or unauthorized purpose. In addition to the laws of the Province of Ontario, Canada, you also agree to comply with all local laws that apply to your use of the Website. You may not use the Website in any manner

which could disable, overburden, damage, or impair the Website, or interfere with any other party's use and enjoyment of the Website. You agree that you are responsible for your own conduct and communications while using the Website and for any consequences of that use. You agree that when using the Website, you will not post or upload any inappropriate, promotional, defamatory, destructive, obscene, or unlawful content; defame, abuse, harass, or otherwise violate the legal rights (such as rights of privacy and publicity) of others or upload dangerous or harmful files. Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. reserves the right to remove individuals from our community in instances of misconduct.

NO GUARANTEES

Mom Concierge Recommends represented under Mountain Momma Collective Ltd. is here to connect you with incredible brands we know, love and trust. We spotlight brands that will make moms feel confident and special, solve a parenting problem, or provide education and support. We collaborate and support women in business and entrepreneurs. Spotlights, partnerships, events, and fun geared to moms and their families.

Mom Concierge represented under Mountain Momma Collective Ltd. is on a mission to support, educate, and empower moms to parent their way...because we all know there's no one right way to do this parenting thing! We want every mom to have the confidence to make informed decisions that work for them. So tune out the "shoulds," join us for one of our incredible workshops, and take part in our community.

As Certified professionals we aim to support you in reaching your own goals, but your success depends primarily on your own effort, motivation, commitment and follow-through. Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. cannot predict and does not guarantee that you will attain a particular result, and you accept and understand that results differ for each individual. Each individual's results depend on his or her unique background, dedication, desire, motivation, actions, and numerous other factors. You fully agree that there are no guarantees as to the specific outcome or results you can expect from using the information you receive on or through this Website.

PURCHASES AND SUBSCRIPTIONS

If you wish to purchase any product or service made available through the Website (“Purchase”), you may be asked to supply certain information relevant to your Purchase including, without limitation, your name, phone number, email address, physical address, credit card information and geographic location. Please view our Privacy Policy for more information on how we use your personal information. Some parts of the Service are billed on a subscription basis as outlined on the sales and check out pages of the product. You will be billed in advance on a recurring basis as per the subscription agreement.

OUTCOME DISCLAIMER

Every birth is unique and birth itself is unpredictable. Every parent handles parenting in their own way. Personal stories of fertility, conception, pregnancy, birth, postpartum, and parenting shared throughout this program and our Website are individual and we cannot guarantee any particular outcome for you. There can be no assurance as to any particular fertility, conception, pregnancy, birth, postpartum, and parenting outcome based on the use of our Website. You agree that Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. are not responsible for the success or failure of your fertility, conception, pregnancy, birth, postpartum, and parenting decisions, or any other result of any kind that you may have as a result of information presented to you through our Website. You are solely responsible for your results and decisions.

INDEMNIFICATION AND RELEASE OF CLAIMS

You hereby fully and completely hold harmless, indemnify and release Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. and any of its agents, consultants, affiliates, team members, joint venture partners, employees, shareholders, directors, staff, team members, or anyone otherwise affiliated with the business from any and all causes of action, allegations, suits, claims, damages, or demands whatsoever, in law or equity, that may arise in the past, present or future that is in any way related to our Website.

ERRORS AND OMISSIONS

Although every effort is made to ensure the accuracy of information shared on or through this Website, the information may inadvertently contain inaccuracies or typographical errors. You agree that Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. is not responsible for the views, opinions, or accuracy of facts referenced on or through the Website, or of those of any other individual or company affiliated with Mountain Momma Collective Ltd. Because scientific, technology, business, fertility, conception, pregnancy, birth, postpartum, and parenting practices are constantly evolving, you agree that Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. is not responsible for the accuracy of our Website, or for any errors or omissions that may occur.

NO ENDORSEMENT

References or links in our Website to the information, opinions, advice, programs, products or services of any other individual, business or entity does not constitute our formal endorsement. Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. is merely sharing information for your own self-help. Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. is not responsible for the Website content, blogs, e-mails, videos, social media, programs, products and/or services of any other person, business or entity that may be linked or referenced in our Website. Conversely, should our Website link appear in any other individuals, businesses or entities Website, program, product or services, it does not constitute our formal endorsement of them, their business or their Website either.

AFFILIATES

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programs, products and services align with ours. There may be instances when we promote, market, share or sell programs, products or services for other partners and in exchange we may receive financial compensation or other rewards. Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. is highly selective and only promotes the partners whose programs, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever.

You are still required to use your own judgment to determine that any such program, product or service is appropriate for you. You are assuming all risks, and you agree that Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. is not liable in any way for any program, product or service that we may promote, market, share or sell on or through our Website.

VARIATION

Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

COMPLAINTS

Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. offers support to our clients and a complaints handling procedure which we will use to try to resolve disputes when they first arise, with a solution that is mutually agreeable to both the client and Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. Please let us know if you have any complaints or comments at hello@mymomconcierge.com.

SEVERABILITY

If any provision of these Terms are found to be unenforceable or invalid under any applicable law, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and such provisions shall be deleted without affecting the remaining provisions herein.

ENTIRE AGREEMENT

These Terms, including any legal notices and disclaimers contained on this Website, constitute the entire agreement between Mom Concierge & Mom Concierge Recommends represented under Mountain Momma Collective Ltd. and you in relation to your use of this Website, and supersede all prior agreements and understandings with respect to the same.

By using our Website you are agreeing to all parts of the above Disclaimer. If you have any questions about this Disclaimer, please contact hello@mymomconcierge.com.