

TERMS OF SERVICE
TERMS AND CONDITIONS

For Pampered Parent, LLC

1. Who We Are.

"Pampered Parent, LLC." is a limited liability company organized and existing under the laws of the State of California and owns and operates this website URL: www.thepamperedparent.com. The Pampered Parent, LLC is the sole operator of this web site and responsible for its content.

2. Some Definitions.

The terms are defined as follows:

"Company Content" means content developed by us and/or our suppliers that is available to You by contacting The Pampered Parent. Company Content includes all right and title to any copyright, trademark, service mark or other proprietary material owned by The Pampered Parent, LLC.

"Services" means the services provided and as offered through and listed in "The Pampered Parent Services" ala carte selections and "The Pampered Parent Packages". These Services may change, increase or decrease depending on user demand.

"We" and "Us" means The Pampered Parent, LLC, or any successor or assignee of the Pampered Parent, LLC

"Website" means the website with the URL: www.thepamperedparent.com.

"You", "Your" and "User" mean all individuals visiting the website.

3. Modifications.

We reserve the right to modify these "Terms and Conditions" and any policies affecting the Website. Any modification is effective as of the earlier of:

(a) The posting of the modification or new Terms and Conditions on the Website;

or

(b) The distribution via electronic mail of the modification or new Terms and Conditions.

Your continued use of the Website after distribution of any modifications of the new Terms and Conditions of the Website and acceptance of entering our Website thereafter, following the

effective date of any modification to these Terms and Conditions shall be conclusively deemed an acceptance of all such modification(s).

4. Eligibility.

We require that any User of The Pampered Parent Services be at least eighteen (18) years of age. By using the Services, you represent and warrant that you are at least eighteen (18) years of age and that your use of the Services does not violate any applicable law or regulation.

5. Purpose.

We own and operate the Pampered Parent online web based portal known as "The Pampered Parent." We offer Services to individuals that desire a full service baby planning agency specializing in childbirth and adoption preparation as well as assisting with the many needs of expanding families. Among other things, We research and recommend products, consult on nursery design, suggest and schedule classes, and help you prepare for the hospital. Content may include online advice via a blog, product referrals and recommendations, counseling, referral services, product reviews, packaging of products, telephone consults and other services from time-to-time. We reserve the right to add, change and remove Services and Content at our discretion.

6. No Refunds.

Since we provide unique services, once our services are rendered, we will not be obligated to provide a refund to You thereafter. We commit to You that if something we provide does not work out to Your satisfaction, we will make every effort to come to a mutually agreeable solution.

7. Taxes.

You are responsible for any sales, use and import taxes owed in connection with any Services we recommend and advise you to consider.

8. Proprietary Rights Owned by Us.

You acknowledge that we, or our suppliers, own all proprietary rights in and to the content on the Website and the Company Content including, but not limited to, any patents, trademarks, service marks, and copyrights.

9. Proprietary Rights Owned by You and Other Subscribers.

You represent and warrant to us that you will not upload any Content to the Website via a blog or any other means We may provide to You to share information unless you are the owner of all proprietary rights in that content and have obtained releases for all related privacy and publicity rights.

10. Restrictions.

You agree to the following:

- (a) You will not reprint, republish or distribute in any way any information or materials found on the Website.
- (b) You will not use any of the information on the Website for solicitation purposes or for any other purposes involving solicitation in any way.
- (c) You will not provide to us or post on the Website any information that is not correct, such as an incorrect name, address, email address, or any other incorrect information.
- (d) You will not publish any material that contains sexually related text, photographs or other content, or content that is defamatory, obscene, indecent, threatening, abusive, or hateful.
- (f) You will not attempt to decipher, decompile, disassemble, or reverse engineer any of the material or data comprising or in any way used or downloaded from the Website.
- (g) You will not post any materials on our Website in violation of any other party's rights, including, but not limited to, copyrights or privacy and publicity rights.
- (i) You will follow our instructions regarding your use of the Website including, but not limited to, any instructions we provide to you regarding postings to the Website.

11. Termination and Removal.

We reserve the right to terminate the Services and at any time in our discretion.

12. Disclaimers.

We are not responsible for any Content You may post to Our Website. Inclusion of any link from our Website to another website does not imply approval or endorsement of the linked website or the products or services offered by that third party website. When you access any third-party sites, you do so at your own risk. We take no responsibility for third party advertisements that are posted on the Website, nor do we take any responsibility for the goods or services provided by advertisers. We are not responsible for the conduct, whether online or offline, of any user of the Services. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, or unauthorized access to, or alteration of, the Services. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers' computer equipment, or software. We are not responsible for any failure of any upload or download due to technical problems or traffic congestion on the Internet or any wireless network. We are not responsible for any injury or damage to any person's computer or or other device related to or resulting from use of the

Services We offer. Under no circumstances shall we be responsible for any loss or damage, including personal injury or death, resulting from use of the Services or attendance at an event, from any Content posted on or through Our Website, or from the conduct of any users of the Services, whether online or offline we offer via Our Website. The Services are provided "AS-IS" and as available and we expressly disclaim any warranty of fitness for a particular purpose or non-infringement. We cannot guarantee and do not promise any specific results from use of Our Services.

13. No Warranties.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MATERIAL ON THIS WEBSITE (INCLUDING ALL CONTENT, FUNCTIONS, SERVICES, MATERIALS, AND INFORMATION MADE AVAILABLE HEREIN OR ACCESSED BY MEANS HEREOF) ARE PROVIDED AS IS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Limitation of Liability.

YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THE WEBSITE INCLUDING ANY ADVICE, RECOMMENDATIONS OR INSTRUCTIONS FROM THE WEBSITE OR THE PAMPERED PARENT, LLC PERSONNEL, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS OR OTHER AUTHORIZED INDIVIDUALS. UNDER NO CIRCUMSTANCES SHALL WE OR ANY OF OUR EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES EVEN IF WE OR ANY OF OUR EMPLOYEES OR REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OUR TOTAL LIABILITY IN ANY EVENT IS LIMITED TO THE AMOUNT, IF ANY, ACTUALLY PAID FOR USE OF THE WEBSITE FOR ANY PAMPERED PARENT SERVICES RENDERED OR PAMPERED PARENT PACKAGES PURCHASED. YOU HEREBY RELEASE US AND OUR EMPLOYEES AND REPRESENTATIVES FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THIS LIMITATION.

15. Indemnity.

You agree to indemnify, defend and hold us, and our directors, officers, employees, and representatives harmless from any and all losses (including, but not limited to, attorney fees) resulting from any claims that you assert, or may assert, based on or relating to your use of this Website. You further agree to indemnify and hold us, and our directors, officers, employees, and representatives harmless from any and all losses resulting from claims of third parties (including, but not limited to, attorney fees) that result in whole or in part from violations by you of any of the terms of this Agreement.

16. Reporting Violations.

If you become aware that any other person is violating any of the terms and conditions of this Website, please notify us immediately. If you believe that any user of this Website has posted materials in violation of any other rights that you may have, you may notify us in accordance with our Removal Policy.

17. Assignments.

You may not assign any of your rights under this Agreement. We may assign all rights to any other individual or entity at our discretion.

18. Compliance With Law.

In using the Service, you agree that you will comply with all applicable laws in the jurisdiction where you reside.

19. Waiver of California Civil Code §1542

You expressly waive §1542 of the California Civil Code, which provides that: 'A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which if known by him must have materially affected his settlement with the debtor.' You understand by waiving this statutory right You may be giving up the right to pursue a claim unknown to You at this time. You expressly and knowingly waiver this right by agreeing to these Terms of Service for The Pampered Parent.

20. Attorney Fees.

In the event You breach Our Terms of Service or Our Privacy Policy, we may seek an injunction against You to stop any illegal behavior as a matter of law and to seek all remedies allowed by law in a civil suit. The prevailing party seeking enforcement of the Terms of Service or Our Privacy Policy shall be entitled to recover attorney fees from the non-prevailing party.

21. Applicable Law and Jurisdiction.

This Agreement will be governed by the laws of the State of California. Each of the parties does hereby agree that any dispute will be decided by the state and Federal courts located in Los Angeles, Los Angeles County, California and agrees each party is subject to jurisdiction of such courts.

THANK YOU FOR YOUR BUSINESS—THE PAMPERED PARENT, LLC