



## TERMS OF USE

These Terms of Service (the “Terms”) is an agreement between you (“you,” “your” or “yourself”) and Almost Mom LLC (“**Almost Mom LLC**,” “we,” “our,” or “us”). You must read, agree with, and accept all of the terms and conditions contained in these Terms in order to use our website located at [www.ketogains.com](http://www.ketogains.com) (the “Site”) and related services, software, and application available on or through Almost Mom LLCs’ website and mobile applications (collectively the “Platform”). We may amend these Terms at any time without written notice to you. An amendment to these Terms shall be deemed valid and effective when the amendment appears on the Site. Your continued use of the Platform and/or a Service after the effective date of a revised version of these Terms constitutes your acceptance.

These Terms include and hereby incorporate by reference the agreements and policies referred to or linked to herein, including our Privacy Policy as well as any Agreement(s) (as defined in Section 2.3 below) you enter into through the Platform, as such agreements and policies may be modified by Almost Mom LLC from time to time in our sole discretion. In the event of a conflict between such policies and agreements and these Terms, these Terms control.

Please read these Terms carefully, and in the event of any ambiguity and/or concerns, contact us at [almostmomtx@1scom.net](mailto:almostmomtx@1scom.net) before registration and/or use of the Platform or any related Services. You understand that by checking the box and clicking the “submit” button or using the Platform, you agree to be bound by these Terms. If you do not accept these Terms in their entirety, do not access or use the Platform. Suppose you agree to these Terms on behalf of an entity. In that case, you represent and warrant that you have the authority to bind that entity to these Terms, and “you” and “your” will refer and apply to that entity and you individually and jointly.

1. Term and Termination
2. Your Use of the Almost Mom LLC LLC Platform
3. Almost Mom LLC Services
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## **Article 1: Term and Termination**

Section 1.1 Term. These Terms shall remain in full force and effect while you use Almost Mom LLCs' Platform and/or Services or are a client of Almost Mom LLC. Almost Mom LLC may terminate your guaranteed spot at any time, without warning, if you breach these Terms of Service. Even after your guaranteed spot is terminated, these Terms and your payment obligations will remain in effect.

Section 1.2 Termination. Almost Mom LLC may terminate your access to your account, the Site, and/or Platform at any time, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account.

Section 1.3 Consequences of Termination. Termination will not relieve you of your payment obligation(s), in which fees and expenses will be charged to your account or other forms of payment pursuant to Article 4.

Section 1.4 Survival. All provisions of these Terms that by their nature should survive termination shall survive termination, including, but not limited to, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **Article 2: Your Use of the Almost Mom LLCs Platform**

Section 2.1 Right to Participate. By using the Platform, you warrant that you are an eligible party with the "Right to Participate" and consent to access the Platform in accordance with the applicable laws of the United States and these Terms. The Right to Participate extends only to persons who:

1. have reached the age of eighteen (18) and with the capacity to enter into contracts ("adults"); or
2. are under the age of eighteen (18), with written consent from a parent or legal guardian.

Section 2.2 Representations and Warranties by Means of Use of Platform. By utilizing the Platform, you make certain representations and warranties that we rely on to provide our Services. You represent and warrant that you are not a citizen or a resident of a country where use or participation in the Platform is prohibited by any law, regulation, treaty, administrative order, or decree. You warrant that you are not associated with any countries with which the United States has any embargoes prohibiting or affecting your Right to Participate. You warrant that all submitted information is truthful, accurate, and will be maintained, including, but not limited to, your identity and personal information. Almost Mom LLC may decline to enter and/or terminate these Terms and any other Agreements between you and Almost Mom LLC at its sole discretion and in the event of any breach of this Section 2.2.

Section 2.3 Purpose. The Platform has specific uses, and by entering these Terms, you agree not to use the Platform for any improper purposes. The Platform was designed to offer health, nutrition, and education, resources, and guidance (the "Services") to you. The Services include access to Almost Mom LLC consulting, coaching, and educational classes. Such Services may be provided by Almost Mom LLCs' employees and/or

contractors (the “Contractors”). For purposes of clarity, each Service request, registration, or enrollment forms an “Agreement” between you and Almost Mom LLC.

### **Section 3: Almost Mom LLC Services**

**Nothing expressed, written, or implied through this Platform or our Services should be considered medical advice for dealing with any given medical condition. The information received cannot replace the advice or treatment of a qualified health care practitioner. You also agree that you have been advised to discuss the recommendations with your child’s prescribing physician. Before participating in any Service(s), it is recommended that every person undergo a complete physical examination by your child’s physician.**

Section 3.1 Overview of Services. Almost Mom LLC may offer the following through its Platform, which may include, but is not limited to:

1. Counseling,
2. Individual parenting services with varying duration and corresponding payment amounts.
3. Materials and/or content, including, but not limited to, e-books, to accompany Services provided through its Platform; and

The Platform will display the most up-to-date offering and terms of Services and materials provided by Almost Mom LLC. These Terms govern any and all Services and materials offered and provided by Almost Mom LLC. Please contact us at [almostmomtx@1scom.net](mailto:almostmomtx@1scom.net) before registration and/or purchase of any related Services in the event of any ambiguity or concern.

Section 3.2 Counseling Services. The counseling offered under these Terms is acknowledged and understood to be of a strictly non-medical and non-psychological nature and is accepted solely and exclusively for instructional purposes only. Suggestions made for parenting are general recommendations made to enhance general happiness within your family.

Section 3.3 Variations and Changes to the Services.

1. Almost Mom LLC reserves the right to change or alter any dates, price, content, or other particulars of the Services at any time without notice to you. If there is a “Material Change” to a Service, Almost Mom LLC shall notify you as provided in these Terms and/or in the Agreement for such Service. A “Material Change” is a change in the start date, location, or over 90% of the content of the Service.
2. Suppose you elect not to participate in any part of the Services being provided. In that case, Almost Mom LLC has no obligation to provide an alternative activity or Service, and you will not be entitled to a refund.
3. Suppose Almost Mom LLC reasonably believes your health or safety is at risk or you have failed to disclose any relevant health information in accordance with these Terms. In that case, Almost Mom LLC may, at its absolute discretion, make decisions affecting you and your guaranteed spot and, where necessary, may terminate your account, any Agreement(s), and/or access to the Platform and Site immediately without refund.
4. Notwithstanding the foregoing, Almost Mom LLC shall not be liable for any delays in the performance of its obligations or Services under these Terms or any

Agreement, if and to the extent such failure or delay is due to an event of force majeure, including, but not limited to disruptions, delays, caused or prevented by government-ordered quarantine and/or travel restrictions of any essential parties to this transaction and/or closure of any essential business, governmental divisions, governmental department, local courts, or governmental agencies to this transaction as a result of the COVID-19 virus. If any Services are not being provided due to an event of force majeure, (i) Almost Mom LLC LLC shall immediately notify you and describe in reasonable detail the circumstances causing the inability to perform; and (ii) Almost Mom LLC LLC shall use commercially reasonable efforts to resume performance of its Services hereunder with the least possible delay.

**Section 3.4 Representations and Warranties by Participation and Use of Services.** You represent and warrant the following:

1. **Before engaging in any Services:**
  1. **Every Child has received a physician's permission or clearance to participate in the Services after having a physical examination; or**

**Section 3.5 Health Disclaimer.** Using the Platform and Services, you acknowledge that you understand that all products, services, instruction, counseling, coaching, tools, and content provided to you by Almost Mom LLC are intended for education. It is **not** the intention of Almost Mom LLC LLC to offer any medical or nutritional advice or provide any medical diagnosis, or provide a substitute for a medical diagnosis. You acknowledge that you understand that Almost Mom LLC is not a medical organization of any kind, and Almost Mom LLCs' staff cannot provide you any medical advice, diagnosis, or treatment. Nothing contained in the Platform shall be construed as such advice, diagnosis, or treatment.

**Section 3.6 General Disclaimer.** Almost Mom LLC LLC makes no guarantees for any results based on any Services rendered to you.

#### **Section 4: Payment and Cancellation Policy**

**Section 4.1 Our Fees.** You are obligated to pay for the Services in their entirety. Almost Mom LLC LLC will charge your payment method according to the then-current amount and frequency set forth on the Platform for using the Services selected by you. You hereby authorize us to charge your payment method in its entirety for such amount(s). Almost Mom LLC retains the right, in its sole discretion, to place a hold on any payment for a completed Service transaction.

No refunds or credits will be provided once your payment method has been successfully charged. However, at Almost Mom LLCs' sole discretion, refunds or credits may be granted in extenuating circumstances or to correct any errors made by Almost Mom LLC, subject to any applicable cancellation fee.

While Almost Mom LLC will use commercially reasonable efforts to ensure the security of all payment methods and all other personal information, we expressly disclaim any liability for any damage that may result should any information be released to any third

parties, and you agree to hold Almost Mom LLC harmless for any damages that may result therefrom. Almost Mom LLC will use third-party services to process the payments. Please contact Almost Mom LLC to request information about Almost Mom LLCs' third-party processing providers for further information regarding that service.

**Section 4.2 Non-Payment.** If You fail to timely and/or fully pay the Service amount(s) due, you expressly authorize us and/or our third-party processor to charge any unpaid amounts to your provided payment method(s) and/or send you an invoice for such unpaid fees. Also, your guaranteed spot with Almost Mom LLC may be suspended, and any work-in-progress and Service(s) will be suspended and/or terminated on any and all existing Agreements between you and Almost Mom LLC at Almost Mom LLCs' sole discretion with no prior notice. Without limiting any other available remedies at law or in equity, you must reimburse us for amounts due upon demand, plus a late fee of \$15.00 per day, including weekends.). Also, any amount owed under this section will be subject to interest at eighteen percent (18%) per annum or the highest allowable interest rate in the applicable jurisdiction, whichever is higher. In our sole discretion, we may offset amounts due against other amounts received from or held for you and make appropriate reports to credit reporting agencies and law enforcement. To the fullest legal extent possible, Almost Mom LLC will cooperate with law enforcement under this section.

**Section 4.3 Payment Methods.** You authorize almost Mom LLC to charge the payment method(s) provided by you in compliance with the Privacy Policy. You expressly authorize Almost Mom LLC to charge your selected payment method(s) pursuant to the terms of the selected Service in accordance with these Terms. You acknowledge that Our third-party processing partners provide Almost Mom LLC payment processing services. You agree that you will comply with the terms and conditions of any applicable vendor agreements and all applicable rules, policies, laws, and regulations at all times while using such payment method(s).

#### **Section 4.4 Cancellation Policy.**

**UPON THE COMMENCEMENT OF ANY SERVICE ON THE START DATE DESIGNATED BY ALMOST MOM LLC AND/OR ITS CONTRACTOR(S),**

**NO REFUNDS OR CREDITS, TRANSFERS OF SERVICE, OR CANCELLATION OF SERVICE WILL BE PERMITTED IN WHOLE OR IN PART. EXCEPT AS OTHERWISE SET FORTH BELOW, YOU ARE OBLIGATED TO PAY FOR THE ENTIRETY OF THE SERVICE(S), INCLUDING ANY APPLICABLE FEES, PROVIDED SUCH SERVICE HAS BEGUN.**

**You acknowledge and agree to the following cancellation policy:**

- 1. Any and all Services offered and provided by Almost Mom LLC and its Contractors will have designated start dates. You acknowledge and agree that if you choose to cancel in accordance with this Section, Almost Mom LLC and its Contractors have no obligation to provide an alternate Service and/or transfer your payments to an alternate Service offered by Almost Mom LLC or its Contractors.**
- 2. Upon commencement of any Service, Almost Mom LLCs' rendering of any Services, NO refunds or credits, transfers of service, or cancellations will be provided or allowed. You are obligated to pay for the entirety of the**

Service in accordance with the Service as selected by you, and your payment method will be charged accordingly until the Service is paid in full. **NO EXCEPTIONS WILL BE MADE.** For purposes of clarity, Almost Mom LLCs' rendering of any Services includes the provision of any information and/or materials accompanying the Service.

3. You are solely responsible for properly canceling any and all future Services and/or your account through the Platform. Your cancellation request is at least fifteen (14) days before your next scheduled payment date. Upon receipt, one of our representatives will contact you via email within five (5) business days to review your request. As a security precaution, an email request to cancel or make changes to any Service or your account will not result in any change or cancellation until acknowledged and addressed by a representative. Therefore, you **MUST** correspond in email with a representative to cancel or change a Service or your account.

This Section includes and hereby incorporates by reference Agreement(s) for Services, including any personal training services agreement, entered into by and between you and Almost Mom LLC. In the event of a conflict between any such Agreement(s) and these Terms, these Terms control.

## **Article 5: Almost Mom LLC Rules and Policies**

Section 5.1 Marketing Consent. You authorize and consent to allow Almost Mom LLC to use photographs within Almost Mom LLC for publicity or marketing purposes. Almost Mom LLC will take reasonable steps to edit such photographs or videos to omit your child's face to the extent possible.

Section 5.2 Your Content on Our Platform. You acknowledge that any information provided by you that you make public on the Platform ("Posted Content") is not confidential and that any third party may use such Posted Content with access to the Platform without our control. You assume the risk of misuse of your Posted Content by such third parties.

You also represent, covenant, and acknowledge that the Posted Content and any content or material submitted by you to the Platform through any form of submission (including, but in no way limited to, uploading, posting, publishing, or displaying on the Platform) is content that you hold all right, title, and interest to. Title for purposes of this section shall include all copyright and rights of publicity associated with the Posted Content. By uploading or posting the Posted Content on the Platform, you expressly grant Almost Mom LLC entities a non-exclusive, worldwide, royalty-free, fully paid, transferable, sub-licensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify or otherwise use the Posted Content in connection with the operation of the Platform. Our use of the Posted Content is also governed by the Privacy Policy, which can be viewed by clicking [here](#).

Section 5.3 Validation of Information. From time to time, we may need to confirm or validate the information that you provide to us via the Platform. You authorize us to use third parties and internal mechanisms to confirm any information you provide to us.

Failure to provide any information that we request is deemed a violation of these Terms and may cause suspension and/or termination of the Services and your access to the Platform.

Section 5.4 Non-Circumvention. You acknowledge that our Platform derives its income from collecting and deducting a portion of the fees that you pay for our Services and then paying various third parties for their services to us, such as, but not limited to, the Contractors. Accordingly, you agree to abide by all circumvention-related language in all agreements on the Platform and with Almost Mom LLC.

In addition, you expressly agree that for twenty-four (24) months from the time you last used the Platform or any Service, you will refrain from Circumvention Conduct with the Contractors and other clients of Almost Mom LLC. You will only contact Contractors to engage in or inquire about engaging the services of Almost Mom LLC, and you will refrain from contacting clients that you become aware of through the Platform.

For the sake of clarity, Circumvention Conduct includes, but is in no way limited to, any:

1. attempt to submit proposals, solicit, contract, hire, or pay Contractors outside of the Platform;
2. attempt to accept proposals, deliver services, invoice, and/or receive payment or otherwise contract outside of the Platform with Contractors;
3. attempt to modify the amount of money paid for Services; and
4. contact with other clients to discuss Services contracted with us.

Circumvention Conduct includes, but is not limited to, Circumvention Conduct indirectly through any entities or parties related to you or the Contractor.

You understand that the true damage and loss of goodwill caused by Circumvention Conduct is impossible to calculate and quantify at this time and that, Almost Mom LLC will be entitled to enforce its rights under these Terms specifically, to recover damages and costs (including attorney's fees) caused by any breach of these Terms and to exercise all other rights existing in its favor.

Using the Platform, you agree and assume to take on the affirmative duty to notify Almost Mom LLC of any Circumvention Conduct by contacting us at the address listed in Section 8.4 below. Failure to notify Almost Mom LLC of any Circumvention Conduct shall be deemed itself Circumvention Conduct.

Section 5.5 Limitations. You are responsible for compliance with any and all applicable laws, rules, regulations, and tax obligations that may apply to your use of the Platform and/or Services. In connection with your use of the Platform, you agree to the following limitations, and you will not and will not assist or enable others to:

1. access, or attempt to access, our Platform or the Site by any means other than the interface provided and shall not use the information from the Platform for any purpose other than the reasons it was made available under these Terms. We reserve the right to investigate any Posted Content that we reasonably believe violates any section of these Terms;

2. transmit any information or Posted Content that infringes on any intellectual property rights of any third parties or that you do not have the right to transmit by way of any regulation related to intellectual property rights, government national security regulations, or other valid law, regulation, or decree. This shall expressly include private, confidential information that you have any duty to conceal from third parties included, but not limited to, physician-patient or attorney-client related privileges;
3. impersonate or misrepresent yourself as any other person or entity while using the Site or the Platform or otherwise promote any criminal activity or enterprise or provide institutional support for any illegal activities. Breach of this Section will result in immediate termination of your account and access to the Platform and Services without notice, at Almost Mom LLCs' sole discretion;
4. solicit information from any person under the age of eighteen (18);
5. use the Site, Platform, or any other access point to harvest or collect email addresses or other contact information to send unsolicited emails or communications of any kind;
6. use the Site or Platform for any commercial or other purposes, including to offer, buy, or sell any goods or services that are not expressly authorized by us or in a manner that falsely implies endorsement, partnership, or otherwise misleads others as to your affiliation with Almost Mom LLC;
7. disclose to any third party or use for any purpose other than the purpose for it was made available any information belonging to us that is marked as confidential, copyrighted, trademarked, or proprietary. You shall also not access or attempt to access any materials not intentionally made available or provided through the Platform or Site;
8. copy, modify, create derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any of our source code or any other proprietary parts of our Site, and use, display, mirror, or frame the Platform, or any individual element within the Platform, Almost Mom LLC name, any Almost Mom LLC trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page in the Platform, without Almost Mom LLCs' express written consent;
9. breach or circumvent any applicable laws or regulations, agreements with third-parties, third-party rights, or our terms, policies, or standards;
10. copy, store, collect, or otherwise access or use any information, including personally identifiable information about any client, contained on the Platform in any way that is inconsistent with Almost Mom LLCs' Privacy Policy or these Terms or that otherwise violates the privacy rights of a client or third parties;
11. discriminate against or harass anyone based on race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage in any abusive or disruptive behavior;
12. dilute, tarnish, or otherwise harm the Almost Mom LLC brand in any way, including through unauthorized use of the Platform, registering and/or using Almost Mom LLC or derivative terms in domain names, trade names, trademarks, or other source identifiers, or registering and/or using domains names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to Almost Mom LLCs domains, trademarks, taglines, promotional campaigns or the Platform;
13. avoid, bypass, remove, deactivate, impair, descramble, or otherwise attempt to circumvent any technological measure implemented by Almost Mom LLC or any of Almost Mom LLCs' providers or any other third party to protect the Platform;
14. take any action that damages or adversely affects, or could damage or adversely affect the performance or proper functioning of the Platform;



15. export, re-export, import, or transfer the Platform except as authorized by United States law, the export control laws of your jurisdiction, and any other applicable laws; or
16. violate or infringe anyone else's rights or otherwise cause harm to anyone.

**Section 5.6 Right to Enforce these Terms.** Almost Mom LLC has the right but no obligation to monitor this Site and Platform, including Posted Content and any information, including information subject to the Privacy Policy.

Failure to comply with these Terms and other Agreements may result in your access to the Site or Platform being suspended and/or terminated indefinitely. We also reserve the right to self-help to enforce Agreements to the fullest extent allowable under the law. Once suspended or terminated, you may not continue to use the Site, and any attempt to circumvent a suspension or termination by creating another account (a "Circumvention Account") shall be deemed a breach of the Agreement. We reserve the right to reclaim or retain any funds, payments, and/or credits in any accounts that we deem are Circumvention Accounts at our sole discretion. You hereby acknowledge that using Circumvention Account(s) shall result in forfeiture of all funds, payments, and/or credits in any accounts you hold on the Site. Violations of the Agreements may be prosecuted to the fullest extent of the law. However, we make no warranty that guarantees our users that we will prosecute parties in breach of the Agreement on their behalf or to their benefit.

## **Article 6: Role of Almost Mom LLC**

**Section 6.1 Agreements and No Employment.** You recognize that you are not an employer or partner of Almost Mom LLC, nor is Almost Mom LLC or any of our employees or contractors your employee or partner, and that we in no way supervise, direct, or control your work or services. The relationship between you and Almost Mom LLC is that of a client or prospective client, and you expressly acknowledge that at no time will there be deemed to be an employment relationship, partnership, franchise, or joint venture between you and Almost Mom LLC, or one or more of our employees/contractors.

**Section 6.2 Third-Party Websites.** The Platform may provide links to other sites that are not related to or affiliated with us. We have no control over such sites and resources and cannot assume responsibility for those sites. We do not endorse any third-party sites, and you further acknowledge your full responsibility and liability for any damage or loss caused by or in connection with the use or reliance on any third-party sites. For more information on third-party sites, please review our Privacy Policy. Notwithstanding anything to the contrary, you hereby agree to hold harmless and indemnify each Indemnified Party (as defined in Section 7.3 of these Terms) and us for any liability related to third parties.

Almost Mom LLC may link the Platform with other third-party websites ("Social Networking Sites"). By logging in or directly integrating Social Networking Sites into our Platform, we believe you will have an optimized experience. These Social Networking Sites will also share certain information with us, and we will use, store, and disclose such information in accordance with our Privacy Policy. Please remember that Social Networking Sites share your information is not governed by Almost Mom LLC and is solely between you and those third-party sites. We are not responsible for the accuracy,

availability, or reliability of any information, content, goods, data, opinions, warranties, advice, or statements made by Social Networking Sites. We are not liable for any damages related thereto.

## **Article 7: Warranty Disclaimer, Limitation of Liability and Indemnification**

Section 7.1 Warranties and Disclaimers. We make no warranty or representation with regard to the Services provided by us or our Contractors, materials, and information provided by us, the Site, the Platform, or the activities related to these Terms unless otherwise agreed to in writing in an Agreement. To the maximum extent permitted, all warranties are disclaimed unless expressly in writing within these Terms or an Agreement. This disclaimer of warranty includes, but in no way is limited to, express or implied conditions, warranties of merchantability, fitness for a particular purpose, and non-infringement. Any remedy you may have must be found expressly in these Terms or an Agreement, or otherwise is deemed waived by you, and in addition:

1. We are not responsible nor make any warranties regarding your results, which may vary based on body type and nutrition factors.
2. We are not responsible for any injuries you sustain resulting from physical activities, equipment, machinery, or public or private facilities involved in the Services.
3. We are not a party to any engagements, transactions, or dealings between you and third parties, including other clients of Almost Mom LLC.

Section 7.2 Limitation of Liability. We, our parent(s), or affiliated companies, will not, in any event, under any circumstances, for any reason whatsoever, be liable for any special, consequential, incidental, exemplary, indirect, or punitive damages for the Services through the Site or the Platform. There shall be no liability for litigation costs, lost profits, or lost data.

Liability of Almost Mom LLC and our parent(s) or affiliated companies, to you, any user or visitor to the Site for any claim arising out of or in connection with these Terms, Services provided, the Site or the Platform, shall be limited to the lesser of (i) two thousand US Dollars (\$2,000.00) or (ii) any fees retained by us with respect to Agreement(s) in which you were involved during the one month preceding the claim. These limitations will apply to any liability arising from any cause of action whatsoever, even if the limited remedies provided herein fail their essential purpose. By using the Site and the Platform, checking the box, and clicking "submit," you acknowledge and agree to this limitation of liability.

Section 7.3 Indemnification. You will indemnify, defend, and hold harmless Almost Mom LLC and its parent(s), subsidiaries, and affiliates, as well as their respective officers, agents, employees, contractors, and representatives (each, an "Indemnified Party") from any and all claims, actions, damages, liabilities, costs, and expenses including, but not limited to, reasonable attorneys' fees and all related costs and expenses arising from or relating to your use of the Platform, any Services or any Agreement(s) entered into by you, any Posted Content, your violation of these Terms of Service, and/or your violation of any rights of a third party. In addition, by clicking accept, you assume all risk for your health and well-being and fully release and hold harmless Almost Mom LLC and its Contractors from any and all liability claims.

## **Article 8: Miscellaneous Provisions**

Section 8.1 Entire Agreement. These Terms set out the entire agreement and understanding of the parties relating to its subject matter and cancel and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them. In the event of a conflict between these Terms and any Agreement(s), these Terms shall control.

Section 8.2 Compliance. You agree that you will not violate any laws or third-party rights on or related to the Platform. Without limiting the generality of the foregoing, you agree to comply with all applicable import and export control laws and third parties' proprietary rights. If any, the software and the transmission of applicable data are subject to United States export controls. No software may be exported or re-exported in violation of U.S. export laws. Using the Platform is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and regulations regarding your use of the Site and the Platform, including online conduct and acceptable content.

Section 8.3 Modifications. No amendment or modification to these Terms will be binding on Almost Mom LLC unless outlined in a written instrument signed by a duly authorized representative of Almost Mom LLC.

Section 8.4 Notices; Consent to Electronic Notice. You consent to the use of (a) electronic means to complete these Terms and to deliver any notices related to or necessary for the completion of these Terms, and (b) electronic records to store information related to these Terms or your use of the Platform. Notices hereunder will be valid only as follows:

- If to you: (i) via electronic mail (e-mail) that you provide to us when signing up for the Platform, or (ii) posting on the Site. The date of receipt will be deemed the date on which such notice is transmitted.
- If to us: via U.S. certified mail, return receipt requested, or via nationally or internationally recognized overnight courier (i.e., DHL, FedEx, UPS, etc.) to the following address, that may be modified without notice on the Site, the date of a receipt being one (1) business day after actual receipt by us:

Almost Mom LLC  
8932 Risky Trl  
Fort Worth, TX 76244

Section 8.5 No Waiver. The failure or delay of Almost Mom LLC to exercise or enforce any right or claim does not constitute a waiver of such right or claim. It will in no way affect our right to enforce later or exercise it unless we issue an express written waiver, signed by a duly authorized representative of Almost Mom LLC.

Section 8.6 Assignability. You may not assign these Terms, or any of its rights or obligations hereunder, without our prior written consent in the form of a written instrument signed by a duly authorized officer of Almost Mom LLC. We may freely assign these Terms without your permission. Any attempted assignment or transfer in

violation of this Section will be null and void. Subject to the foregoing restrictions, these Terms will inure to the benefit of the successors and permitted assigns of the parties.

Section 8.7 Severability. Suppose any provision of these Terms is held illegal, invalid, or unenforceable in whole or in part under applicable law. In that case, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and will be deemed modified to the extent necessary to conform to applicable law to give the maximum effect to the intent of the parties. However, the illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or any other provision in any jurisdiction.

Section 8.8 Choice of Law. These Terms and any controversy, dispute, or claim arising out of or relating to these Terms, including but not limited to an Agreement, will be governed by and construed in accordance with the laws of the State of Delaware, USA, without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Section 8.9 Forum Selection, Attorney's Fees, Personal Jurisdiction and Venue. You agree that any claim or dispute arising under these Terms or your use of the Platform must be resolved through binding arbitration with a tribunal sitting in the State of Texas, pursuant to the rules of the American Arbitration Association. If we are successful in any action, whether defending or prosecuting against you, you agree to pay all attorney's fees and costs associated with that action. You hereby irrevocably consent to the personal jurisdiction and venue of the arbitration tribunal. You further agree that any issue you have with Almost Mom LLC that arises under these Terms is arbitrable and that the State of Texas is a convenient forum for any disputes that arise between us.

Section 8.10 Prevailing Language. The English language version of these Terms will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any.

Section 8.11 Proprietary Rights. Almost Mom LLC and its licensors reserve all rights, title, ownership, and interest in and to copyrights, trademarks, service marks, trade names, trade secrets, patents, and any other rights to intellectual property, recognized in any jurisdiction, whether or not perfected, in and to the Platform, including, but not limited to, any materials and/or information provided by Almost Mom LLC through the Platform. You may not use the Platform except as necessary for discharging obligations under these Terms and any Agreement(s) entered into pursuant to these Terms. We reserve the right to withdraw, expand and otherwise change the Platform at any time at our sole discretion.

Section 8.12 Confidentiality. You acknowledge that any and all material or content supplied in the provision of Services and under these Terms to you is copyrighted and should not be shared with any third parties. All information provided to us by you will be kept confidential pursuant to our Privacy Policy and not shared with others without your express permission, which may be acquired through electronic consent or in accordance with these Terms. You acknowledge that Almost Mom LLC reserves the right to fully cooperate with any law enforcement authorities, court order, or subpoena

requesting or ordering us to disclose the client's identity or other client information. In the event of such cooperation, Almost Mom LLC will endeavor to provide you with reasonable notice of information disclosed.

Section 8.13 California Residents. The following disclosure is made pursuant to California Online Privacy Protection Act: When you use our Service, other parties, such as Google, may collect personally identifiable information about your activities over time and across different websites or online services.