

# The Baby Collective, LLC

## Provider Terms & Conditions

Effective Date: February 5, 2026

PLEASE READ THESE TERMS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, BINDING ARBITRATION AGREEMENT, AND A WAIVER OF JURY TRIALS AND CLASS ACTIONS AS DETAILED IN SECTION 11.

These Terms of Use for Providers (these “Terms”) govern the access and use of <https://thebabycollstg.wpenginepowered.com> and all related software, services, mobile site(s) and app(s) that may be provided by The Baby Collective, LLC. (“The Baby Collective”) or that link to these Terms (collectively, the “Marketplace”) by you and your Authorized Users (as defined below), as applicable. By signing up for, accessing or using the Marketplace, you are agreeing, either in your individual capacity as an independent consultant or on behalf of the legal entity you represent, as applicable (“you”), to enter into a legally binding contract between you, on the one hand, and The Baby Collective on the other hand as of the date of such first access or use of the Marketplace (the “Effective Date”). You and The Baby Collective are sometimes referred to herein individually as a “Party” and together as the “Parties.”

You represent and warrant that you are at least eighteen (18) years old, and if you agree to these Terms on behalf of a legal entity, (a) you represent and warrant to The Baby Collective that you have the authority to bind such entity and any representatives it allows to access and use the Marketplace or provide Provider Services (as defined below) via the Marketplace to these Terms and to any Provider Agreement (as defined below), (b) such entity is responsible for any breach of these Terms or any Provider Agreement (as defined below) by any of its representatives, and (c) “you”, “your” and “Provider” as used herein (except for in this paragraph) will refer and apply to such entity and the persons that access the Marketplace on its behalf. If you do not have such authority to bind, if you do not agree to these Terms in their entirety, or if you are not at least eighteen (18) years old, you must not use or authorize any use of the Marketplace.

Supplemental terms may apply to certain add-on Services or offers The Baby Collective makes available through the Marketplace. The Baby Collective will provide you such supplemental terms in connection with your participation in the applicable add-on Service or offer. Such supplemental terms are in addition to, and shall be deemed a part of, these Terms for the purposes of the applicable add-on Service or offer. In the event of a conflict between these Terms and any such supplemental terms, the supplemental terms will govern.

The Baby Collective may revise these Terms from time to time, in which case the new Terms will supersede prior versions. If The Baby Collective makes any material changes to these Terms, as determined by The Baby Collective in its sole discretion, The Baby Collective will provide you with prior notice through the Marketplace or by sending you an email to the email address you

have registered with The Baby Collective. Your continued use of the Marketplace after the effective date of any such revision constitutes your acceptance of the revised Terms.

## **1 ACCESS TO AND USE OF THE MARKETPLACE**

### **1.1 Right to Use.**

Subject to compliance by you and your Authorized Users, as applicable, with these Terms, The Baby Collective hereby grants you a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to access and use the Marketplace for your internal operational purposes only in accordance with these Terms and subject to the limitations and restrictions contained herein. The Baby Collective reserves any and all rights not expressly granted to you pursuant to these Terms. The limited rights granted to you to access and use the Marketplace do not constitute the sale of or license to any software program or other intellectual property. The Baby Collective may change or modify the Marketplace in its sole discretion, including adding or removing features or functions, from time to time.

### **1.2 Authorized Users.**

“Authorized User” shall mean an individual authorized by you to use the Marketplace. You are responsible for compliance with the terms and conditions of these Terms by your Authorized Users and for any and all (a) acts or omissions of your Authorized Users with respect to the Marketplace and (b) activities that occur under any of your Authorized User’s Accounts (as defined below). The actions of your Authorized Users with respect to the Marketplace shall be binding on you.

### **1.3 Accounts and Profiles.**

**(a)** To access and use the Marketplace as a Provider (as defined below in Section 3.1), you and your Authorized Users, as applicable, must register for a Provider account (“Account”) with a username and password. You and your Authorized Users, as applicable, are responsible for ensuring the security of any Account and agree not to share your or any Authorized User’s username or password. You authorize The Baby Collective to assume that any individual using the Marketplace with your Authorized User’s username and password is authorized to act for you. You must notify The Baby Collective at [hello@thebabycollective.com](mailto:hello@thebabycollective.com) immediately if you suspect that a password has been lost or stolen, if you suspect or become aware of any unauthorized use of your or an Authorized User’s Account, or if the security of the Marketplace has been otherwise compromised.

**(b)** In the event that an Authorized User grants permission to another individual to access the Marketplace under his or her Account, you represent and warrant that (i) such individual shall be authorized to act on your behalf, (ii) you shall be financially and legally responsible for said individual’s acts and omissions, including, if applicable, entering into binding contracts on your behalf, and (iii) you shall be responsible and liable for any act or omission of any individual provided such permissions, including without limitation entering into binding contracts on your behalf.

**(c)** You and all your Authorized Users, as applicable, must create a user profile (“Profile”), which may be shown to other users of the Marketplace unless you modify your, or an Authorized User modifies his or her, Profile privacy settings within the Marketplace. You and your Authorized Users, as applicable, agree to provide true, accurate and complete Profile information and all other fields and forms within the Marketplace and to update any Profile information to maintain its truthfulness, accuracy and completeness. You and your Authorized Users, as applicable, agree not to provide any false or misleading Profile information, including without limitation, information about identity, location, services, or skills, and to correct any such information that is or becomes false or misleading. The Baby Collective reserves the right to validate you and your Authorized User’s Account and Profile information at any time. In addition to complying with the terms of these Terms, you and your Authorized Users, as applicable, agree to the The Baby Collective Provider Policy which can be found on <https://thebabycollective.com/provider-policy/> and is hereby incorporated into these Terms. You and your Authorized Users are solely responsible for your communications and interactions (through the Marketplace or otherwise) with other users of the Marketplace. THE BABY COLLECTIVE DISCLAIMS LIABILITY FOR ANY SUCH COMMUNICATIONS OR INTERACTIONS TO THE EXTENT PERMITTED BY LAW. The Baby Collective reserves the right (but has no obligation) to monitor or intercede in any disputes between you and other users of the Marketplace.

#### **1.4 Eligibility.**

**(a)** The Marketplace are available only to legal entities and individuals who hold valid licenses issued by the appropriate regulatory authority, authorizing them to provide the healthcare and or professional services they represent (“Provider Services”), and who are otherwise capable of entering into legally binding contracts under applicable law. Each Provider must continuously meet all of the following eligibility requirements in order to qualify as a Provider for the Marketplace:

- (1) Provider and/or its Authorized User must hold a current, valid professional license in their practicing state;
- (2) License must be in good standing with no active disciplinary action;
- (3) Provider must practice within its/his/her scope of training and licensure;
- (4) Provider must carry active professional liability insurance, if required by their professional licensing board;
- (5) Provider must agree to practice in a family centered, evidence informed manner;
- (6) Provider must comply with all ethical regulations requirements of its respective professional licensing board; and
- (7) Provider must comply with all applicable federal, state, and local regulations.

**(b)** In addition, Providers may be subject to additional verification, screening or similar review processes that must be met for eligibility. Provider shall promptly provide all credentials for verification, including license number and issuing board. By creating an Account or authorizing Authorized Users to create an Account, you represent and warrant that you and your Authorized Users are not prohibited or limited in any way from acting as an Provider on the Marketplace or from entering into any Provider Agreement to which you are a party and performing Provider Services for a Client in connection with an Engagement (as defined below) for which you are engaged through the Marketplace by (i) any contract, (ii) your current employer's policies or codes of conduct if you are employed, (iii) any similar policies or obligations that limit your conduct in any way, or (iv) any rule of conduct applicable to your profession or industry or any similar laws, rules or regulations.

**(c) To the extent your ability to provide Provider Services is limited in any way**, you represent and warrant that you have obtained all necessary permits, license, consents or waivers (e.g., the consent of your employer, any company or organization for which you have consulted, or any affiliated academic or government organization) to offer your Provider Services as an Provider via the Marketplace. You further represent and warrant that you have not been (A) convicted of, plead guilty to, or admitted committing, any criminal offense involving dishonesty or deception (e.g., theft, fraud, etc.) or any crime that may be punishable by a prison term of a six months or more (e.g., a felony in the United States), or (B) subject to disciplinary actions, order, judgment, action, or investigation of a court or any national or state regulatory or self-regulatory organization, such as the applicable state medical or licensing boards relating to professional misconduct, fraud, or deceptive practices. In the event you are, or have been in the past, been subject to a disciplinary action, malpractice, or accused of a felony or any offense involving breach of fiduciary duty, or any similar action to promptly disclose that information to The Baby Collective by emailing [hello@thebabycollective.com](mailto:hello@thebabycollective.com). While The Baby Collective reserves the right to verify this independently you agree to notify The Baby Collective immediately if your status changes with respect to any of these representations. Notwithstanding the foregoing, The Baby Collective may determine you or your Authorized User's eligibility to create an Account on the Marketplace in its sole discretion.

**(d)** You agree to disclose to The Baby Collective any material financial interests or business relationships you have, or any entity under your control has, that you reasonably believe would be relevant in assessing your objectivity or conflicts of interest for providing the Provider Services. You may be deemed ineligible to become a Provider, provide Provider Services, or engage in certain Engagements if you are unable or unwilling to make such disclosures.

## **1.5 Restrictions.**

**(a)** You agree, on your behalf and on behalf of your Authorized Users, that: (i) you and your Authorized Users will not use the Marketplace if you are not fully able and legally competent to agree to these Terms; (ii) you and your Authorized Users are prohibited from providing Provider Services or engage in any other activity in connection with the Marketplace that would present a conflict of interest or would result in any violation of any applicable laws, these Terms, or your obligations to any other third party (including any past or present employers or clients);

and (iii) you and your Authorized Users will not use the Marketplace for fraudulent purposes or to engage in any offensive, indecent or objectionable conduct.

**(b)** Further, except as specifically permitted herein or approved in advance in writing by The Baby Collective, you agree that you will not, directly or indirectly: (i) distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Marketplace in any unauthorized manner; (ii) copy, reproduce, adapt, create derivative works of, translate, localize, port or otherwise modify the Marketplace or any part thereof in any form or manner or by any means; (iii) harvest or scrape any content or data from the Marketplace; (iv) remove or alter any copyright or other proprietary rights notice or restrictive rights legend contained or included in the Marketplace; (v) decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Marketplace (except as and only to the extent any foregoing restriction is prohibited by applicable law); (vi) utilize the Marketplace to (A) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or (B) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts agents or programs; (vii) circumvent any functionality that controls access to or otherwise protects the Marketplace; or (viii) permit an Authorized User or your agents or any other third party to engage in any of the foregoing. Any attempt to do any of the foregoing is a material breach of these Terms and a violation of the rights of The Baby Collective and its licensors.

## **1.6 Beta Services.**

From time to time, The Baby Collective may invite you to try products and services that are not generally available to other Providers (“Beta Services”). Any Beta Services will be designated as beta, pilot, test, limited release, non-production or with a similar description. You may choose to use or not use any Beta Services in your sole discretion. Beta Services are intended for evaluation purposes only, are not for production use, are not supported, may contain defects or errors, and may be subject to supplemental terms. If you choose to use any Beta Services, you agree to provide your feedback and cooperation to The Baby Collective upon our reasonable request (including informing us of any defects or errors experienced). The Baby Collective may add, discontinue, or alter any Beta Services in our sole discretion. ALL BETA SERVICES ARE OFFERED “AS-IS”, AND TO THE EXTENT PERMITTED BY LAW, THE BABY COLLECTIVE DISCLAIMS ANY LIABILITY, WARRANTIES, INDEMNITIES, AND CONDITIONS (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE).

## **2. CONTENT**

### **2.1 Your Content.**

“Content” means any data, content or other materials you or your Authorized Users, as applicable, upload, post, publish, submit, send, store or display within the Marketplace or provide to The Baby Collective in connection with the Marketplace. You are solely responsible for all of your Content, and you and your Authorized Users agree not to upload any Content prohibited by applicable law or these Terms. You hereby grant The Baby Collective (a) a worldwide, non-exclusive, royalty-free, sub-licensable, fully-paid license to access, use,

reproduce, modify, transmit, display, index, aggregate, process and store the Content as necessary for purposes of the provision, improvement, and operation of the Marketplace, Account management, and marketing Provider Services to potential and existing customers and (b) a worldwide, non-exclusive, perpetual, irrevocable (except to extent prohibited by law), royalty-free, sub-licensable, fully-paid license to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform or display, create derivative works from, sell, lease, and transmit the Content, in whole or in part and in any format or medium, for any purpose; provided, that, in exercising the license set forth in this Section 2.1(b), The Baby Collective will not use the Content in a way that would allow a third party to identify you or any Authorized User without your prior approval or identify any Clients (unless The Baby Collective obtains their approval).

You represent and warrant that: (i) you own or have a valid license to all Content; (ii) you have all necessary consents, authorizations and/or legal permissions required to permit the processing of Content under these Terms; and (iii) none of your Content: (A) constitutes “protected health information” under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended from time to time (“HIPAA”); (C) infringes any intellectual property, proprietary, contractual or privacy rights of any party; (D) contains software viruses or any other computer code, files or programs that interrupts, destroys or limits the functionality of any computer software or hardware or telecommunications equipment; (E) constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail”, “spam”, “chain letters”, “pyramid schemes”, “contests”, “sweepstakes”, or any other form of solicitation; (F) is unlawful, harmful, threatening, abusive, harassing, tortious, violent, defamatory, vulgar, obscene, pornographic, libelous, or otherwise objectionable; (G) contains personally identifiable information (other than information in connection with you or Authorized Users’ Profiles) or (H) in the sole judgment of The Baby Collective, is objectionable or which restricts or inhibits any other person from using or enjoying the Marketplace, or which may expose The Baby Collective or its users to any harm or liability of any kind. The Baby Collective has the right, but not the obligation, to monitor your use of the Marketplace and your Content to determine your compliance with these Terms.

## **2.2 The Baby Collective Obligations for Your Content.**

The Baby Collective will maintain reasonable physical and technical safeguards to prevent unauthorized disclosure of or access to your Content, in accordance with industry standards. The Baby Collective will not access, view, or process your Content except (a) as provided in this Agreement; (b) as authorized or instructed by you, (c) as required to perform its obligations under this Agreement, or (d) as required by applicable law. The Baby Collective reserves the right to delete your Content associated with an Engagement within thirty (30) days after the end of such Engagement. The Baby Collective has no other obligations with respect to your Content.

Notwithstanding the foregoing, you acknowledge and agree that The Baby Collective may preserve and/or disclose your Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (i) comply with legal process, applicable laws or government requests; (ii) enforce these Terms; (iii) respond to claims that any

of your Content violates the rights of third parties; or (iv) protect the rights, property, or personal safety of The Baby Collective, its affiliates, officers, employees, representatives and agents, as well as Marketplace users or the general public.

### **2.3 Shared Content.**

You acknowledge and agree that Content that is published on the Marketplace will be available to other users of the Marketplace (“Shared Content”). Shared Content includes (a) profiles published on the Marketplace and (b) comments, reviews, ratings, indicators of satisfaction, user-generated Content (such as articles and blogs), and other feedback (including composite and compiled feedback) provided by you or other users of the Marketplace (collectively, “User Reviews”). The Baby Collective is not legally responsible for any User Reviews posted or made available on the Marketplace by you or any other users. The Baby Collective reserves the right, but is not obligated, to remove posted User Reviews or information that, in The Baby Collective’s sole judgment, violates these Terms or negatively affects the Marketplace, diminishes the integrity of the User Review system or otherwise is inconsistent with the business interests of The Baby Collective. You hereby grant The Baby Collective a worldwide, non-exclusive, perpetual, royalty-free, fully-paid license to access, use, reproduce, modify, transmit, display, index, aggregate, process and store the User Reviews you provide via the Marketplace for purposes of the provision, operation and improvement of the Marketplace.

### **2.4 Aggregated Data.**

The Baby Collective and its suppliers monitor and collect data and information related to your use of the Marketplace, and you acknowledge and agree that The Baby Collective owns the aggregated and statistical data generated from the provision, operation or use of the Marketplace (“Aggregated Data”), provided that The Baby Collective’s use of the Aggregated Data shall not directly or indirectly reveal your identity.

## **3. SERVICES-SPECIFIC TERMS**

### **3.1 Relationship of the Parties.**

**(a)** The Marketplace provides a platform for you to connect with individuals seeking professional healthcare services (“Clients”) and to offer your Provider Services as an independent healthcare provider (“Provider”) through The Baby Collective’s Provider Marketplace for professional engagement (“Engagement”). As a Provider, you acknowledge and agree that the relationship established under these Terms between you and The Baby Collective is that of a subscriber and a platform provider, respectively, and that: (i) these Terms will not be construed as creating a joint venture, partnership, franchise, agency or employment relationship between The Baby Collective and you or any of your Authorized Users; (ii) the Parties will have no power or authority to assume or create any obligation or responsibility on behalf of each other; (iii) you shall be solely responsible for determining how to operate as an independent consultant and how to perform the Provider Services, and The Baby Collective does not, in any way, supervise, direct, or control your performance of Provider Services; (iv) The Baby Collective is not a party to any contract you may enter into with Clients and will not have any liability or obligations whatsoever under any such contracts; and (v) neither you nor

any of your Authorized Users, principals, employees, contractors, sub-contractors, or agents (if applicable) shall be entitled to participate in or receive any compensation or benefits from The Baby Collective that The Baby Collective provides or makes available to its employees pursuant to legal requirements or otherwise, including, without limitation, workers' compensation insurance, travel accident insurance, medical/dental insurance, life insurance, short-term and/or state disability insurance or benefits, long-term disability insurance, holiday pay, sick pay, paid vacation, bonuses, salary continuation pay, leaves of absence (paid or unpaid), pension plan benefits, retire savings plan benefits or lease vehicle benefits.

**(b)** You represent and warrant that: (i) as between the Parties, you operate and hold yourself out to the general public as an independent pediatric healthcare provider and have all licenses and permits necessary to perform the Provider Services; and (ii) you are engaged in your own business, separate and apart from The Baby Collective's business, which is to provide an online marketplace that connect healthcare providers with Clients. You retain the right to perform Provider Services for any patients or clients. The Parties acknowledge that each are or may be engaged in similar arrangements with third parties to supply the same or similar services, and the Parties are free to do business with others. The Baby Collective does not have the right to restrict you from performing services for your own business, other businesses, or clients at any time, even if such business directly competes with The Baby Collective; provided, that, such services do not violate these Terms.

**(c)** You are solely responsible for: (i) compensating any of your Authorized Users, principals, employees, contractors, sub-contractors, and agents who provide any services to The Baby Collective or Client on your behalf, including, without limitation, wages and any applicable employee benefits; (ii) reporting to all applicable government agencies all amounts paid to such Authorized Users, principals, employees and agents; (iii) withholding and paying all payroll taxes including, without limitation, unemployment insurance, Federal Insurance Contributions Act and Federal Unemployment Tax Act; (iv) obtaining any prior approvals that may be required by Clients to use sub-contractors for an Engagement (as applicable); and (v) complying with all applicable laws with respect to your Authorized Users, principals, employees, contractors, sub-contractors, and agents including, without limitation, those requiring and regulating workers' compensation insurance and worker classification, reporting of independent contractors, issuance of Forms W-2 and 1099, the Immigration Reform Control Act, and equal employment opportunity laws.

### **3.2 Provider Agreement.**

You and Client are responsible for the negotiation of the terms and conditions that would govern your relationship with Client ("Provider Agreement"). You acknowledge, agree and understand that The Baby Collective is not a party to any Provider Agreement between you and such Client. You further acknowledge, agree and understand that the establishment of any patient-healthcare provider relationship between you and a Client will not, under any circumstance, create any binding relationship between The Baby Collective and Client.

### **3.4 E&O Insurance Coverage.**

You agree that:

**(a)** This is not a contract of insurance or a contract to procure insurance on your behalf.

**(b)** The Baby Collective is not an insurer or insurance producer and is not licensed as such. The Baby Collective does not sell, solicit or negotiate insurance for any class or classes of insurance, is not authorized to do so on your behalf, and has not done so on your behalf. The Baby Collective does not exchange contracts of insurance by any means, for money or its equivalent, on behalf of an insurance company, has not done so on your behalf, and is not authorized to do so on your behalf. The Baby Collective does not attempt to sell insurance or ask or urge anyone to apply for a particular kind of insurance from a particular company, has not done so on your behalf, and is not authorized to do so on your behalf. The Baby Collective does not confer directly with or offer advice directly to purchasers or prospective purchasers of a particular contract of insurance concerning any of the substantive benefits, terms or conditions of an insurance contract, does not sell insurance or obtain insurance from insurers for purchasers, has never done so on your behalf and is not authorized to do so on your behalf.

**(c)** At all times while you are engaged in Provider Services, you will maintain errors and omissions insurance to insure against your liability for actual or alleged wrongful acts committed in your capacity as an Provider in an amount not less than \$2,000,000 in the aggregate for any one-year policy period ("Coverage"). You will maintain written evidence of such Coverage satisfactory to The Baby Collective, and you acknowledge and agree that The Baby Collective shall have the right to request evidence of such Coverage upon request at any time. In response, you may satisfy this obligation by sending an email [hello@thebabycollective.com](mailto:hello@thebabycollective.com) with the subject line "Evidence of Coverage" along with written evidence of Coverage satisfactory to The Baby Collective, including but not limited to a current certificate of insurance. The Baby Collective will notify you if the evidence of Coverage provided is not satisfactory. You acknowledge and agree that Clients may have additional insurance requirements for a given Engagement, and you are responsible for obtaining and maintaining such coverages.

### **3.5 Non-Circumvention.**

For a period of twelve (12) months from the later of the date on which (a) you first identify a Client or are first identified by Client from the Marketplace or (b) you complete your last Engagement with a Client (such period, the "Non-Circumvention Period"), you will use the Marketplace as your exclusive method to bid for Provider Services, directly or indirectly, with that Client and/or that Clients' business entity or arising out of your relationship with that Client and/or that Client's business entity. Furthermore, during the Non-Circumvention Period, you shall not encourage, solicit or accept complete or partial payment for Provider Services outside of the Marketplace, or otherwise circumvent either (i) The Baby Collective's contractual relationships with the Client or with you, or (ii) the Marketplace' payment methods. Any violation of the foregoing restrictions is a material breach of these Terms. By way of illustration and not limitation of the foregoing, within the Non-Circumvention Period, you will not: (A) submit proposals to, deliver services to, invoice or receive payments or other consideration, from any Clients for whom you have performed services or been introduced to through the

Marketplace except via the Marketplace and in accordance with these Terms; (B) contact a Client outside of the Marketplace in order to secure a Engagement that the Client has posted on the Marketplace; or (C) invoice or report on the Marketplace an amount lower than that actually agreed to by you through the Marketplace. Upon expiration of the Non-Circumvention Period, you are free to deal directly with the applicable Client independently from these Terms. YOU WILL NOTIFY THE BABY COLLECTIVE IMMEDIATELY IF A CLIENT SUGGESTS MAKING PAYMENTS TO YOU OUTSIDE OF THE MARKETPLACE WITHIN THE NON CIRCUMVENTION PERIOD.

## **4. FEES AND PAYMENT**

### **4.1 Fees and Engagement Expenses.**

Your use of the Provider Marketplace is free, unless you opt into upgraded listing service subject to fees as described in Section 4.2.

### **4.2 Upgraded Listing Service.**

The Marketplace offers an optional annual subscription for an upgraded listing (“Upgraded Listing Service”), which provides enhanced visibility and promotional placement within the Marketplace. The Upgraded Listing Service has a subscription term of twelve (12) months commencing on the date of activation. The applicable annual subscription fee is \$119, payable upon enrollment. The Upgraded Listing Service shall terminate automatically upon the expiration of the twelve (12) months subscription period, and shall not renew automatically. Provider may renew its subscription prior to the expiration of the Upgraded Listing Service subscription. All fees are non-refundable except as required by applicable law.

### **4.3 Disputes.**

If any payments are in dispute, The Baby Collective may withhold such payment until the dispute is resolved. If The Baby Collective determines you are responsible for a dispute, support or other Marketplace-related issue, The Baby Collective reserves the right to deduct from the payments remitted to you any damages or costs The Baby Collective incurs as a result of such issue. All fees paid to The Baby Collective are non-cancelable and non-refundable.

## **5. OWNERSHIP**

### **5.1 Ownership of the Marketplace.**

The Marketplace’ “look and feel” (e.g., text, graphics, images, logos), proprietary content and software code, information and other materials are protected under intellectual property laws. You acknowledge and agree that The Baby Collective and/or its licensors own all right, title and interest in and to the Marketplace (including all intellectual property rights therein or related thereto) and you agree not to take any action(s) inconsistent with such ownership interests. Any and all improvements, updates, modifications or enhancements, whether made, created or developed by The Baby Collective or otherwise relating to the Marketplace (collectively, “Revisions”), are and will remain the property of The Baby Collective. Upon creation, all Revisions become the sole and exclusive property of The Baby Collective.

## **5.2 Feedback.**

Any and all suggestions for correction, change, enhancement, improvement and modification to the Marketplace (collectively "Feedback") are and will remain the property of The Baby Collective. For the avoidance of doubt, Feedback does not include User Reviews. The Baby Collective may use and disclose Feedback in any manner and for any purpose whatsoever without further notice or compensation to you and without retention by you of any proprietary or other right or claim. You hereby assign to The Baby Collective any and all right, title and interest that you may have in and to any and all Feedback.

## **6. CONFIDENTIALITY**

### **6.1 Definition of Confidential Information.**

As used herein, "Confidential Information" means all confidential and proprietary information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party") in connection with these Terms, whether orally or in writing, relating to the business and affairs of the Disclosing Party that is either designated as confidential or that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed. Confidential Information shall include, without limitation, (a) the identity of Clients; (b) information about Engagements; (c) information about any actual or potential business, investment or trading decisions, or transactions of any Client; (d) the terms and conditions in all Provider Agreements or other agreements executed with Clients or The Baby Collective; (e) your Content (excluding Shared Content); and (f) any other non-public or proprietary information of The Baby Collective or Clients. Confidential Information shall not include any information that: (i) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (ii) was known by the Receiving Party prior to its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party on a non-confidential basis from a third party without breach of any obligation owed to the Disclosing Party; or (iv) is independently developed by the Receiving Party without access to, use of, or reliance upon the Disclosing Party's Confidential Information.

### **6.2 Confidentiality and Non-Use.**

The confidentiality obligations and use limitations set forth in this Section 6 shall remain in effect for a period of three (3) years from the disclosure of the Confidential Information; provided that all trade secrets shall remain subject to the terms hereof for as long as they are classified as such under applicable law. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either Party exercise less than reasonable care in protecting such Confidential Information; provided that a Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, contractors, subcontractors, agents and/or representatives who have a need to know such Confidential Information and who are bound to protect such Confidential Information under substantially similar terms as required hereby, or to legal, financial or other professional advisors who are providing professional services to the Receiving Party subject to

obligations of confidentiality. In addition, without the Disclosing Party's written permission, the Receiving Party shall not use any Confidential Information of the Disclosing Party other than in connection with fulfilling the obligations or exercising the rights of the Receiving Party under these Terms (including, without limitation, as may be necessary to support or defend a claim arising under these Terms). Neither Party may (a) disclose or attempt to use or personally benefit from (e.g., engaging in any purchasing or selling of securities) based on any Confidential Information or any Material Non-Public Information this is disclosed or known by you because of your participation in the Marketplace or (b) communicate any such information to any person or entity when it is reasonably foreseeable that such person is likely to purchase or sell securities based on such information. Some Engagements or Provider Services are collaborative and involve working with other Providers. You owe the same duty of non-disclosure to such other Providers as you would to any Client under these Terms.

### **6.3 Exceptions.**

If the Receiving Party is required by law, court order or other legal, governmental or judiciary process to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such required disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's expense, if the Disclosing Party undertakes to obtain a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions hereof, the Receiving Party will disclose only such Confidential Information as is legally required to be disclosed.

### **6.4 Remedies.**

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information in breach of this Section 6, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

## **7. REPRESENTATIONS AND WARRANTIES**

**7.1** Each Party represents and warrants to the other that: (a) these Terms have been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of these Terms; and (c) the execution, delivery and performance of these Terms does not and will not violate (i) the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound or (ii) any applicable law or regulation.

**7.2** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, THE BABY COLLECTIVE MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE MARKETPLACE, OR ANY ACTIVITIES OR ITEMS RELATED TO THESE TERMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE BABY COLLECTIVE AND ITS SUPPLIERS DISCLAIM ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND

NON-INFRINGEMENT. THE MARKETPLACE IS PROVIDED "AS IS" AND NEITHER THE BABY COLLECTIVE NOR ITS SUPPLIERS WARRANT THAT ALL ERRORS OR DEFECTS CAN BE CORRECTED, OR THAT PROVISION AND OPERATION OF THE MARKETPLACE SHALL BE UNINTERRUPTED OR ERROR-FREE.

## **8. LIMITATION OF LIABILITY**

**8.1** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE BABY COLLECTIVE BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR INDIRECT OR SIMILAR LOSSES OR DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LITIGATION COSTS, COSTS OR DAMAGES DUE TO LOSS OF PROFITS, BUSINESS OPPORTUNITIES, REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR THE LOSS OR COST OF RECREATING ANY DATA, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY,

WHETHER IN TORT, CONTRACT OR OTHERWISE, EVEN IF THE BABY COLLECTIVE WAS ADVISED OF, KNEW OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND EVEN IF THE LIMITED REMEDIES PROVIDED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.

**8.2** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF THE BABY COLLECTIVE TO YOU ARISING OUT OF OR IN CONNECTION WITH THESE TERMS WILL NOT EXCEED THE AMOUNTS REMITTED TO YOU BY THE BABY COLLECTIVE DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO LIABILITY.

## **9. INDEMNIFICATION**

You agree to indemnify and hold harmless The Baby Collective and its affiliates, officers, directors, employees, representatives and agents 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: (a) your use of the Marketplace; (b) any Provider Services you provide; (c) your Content; and (d) your violation of these Terms.

## **10. TERMINATION**

### **10.1 Termination.**

Subject to your obligation to complete Provider Services for which you are engaged, you have the right to cancel your Account at any time upon notice to The Baby Collective, and The Baby Collective has the unlimited right, but not the obligation, to suspend, revoke or terminate your or your Authorized User's Account and/or access to the Marketplace at any time and for any reason, including, without limitation, if: (a) you or your Authorized Users, as applicable, violate these Terms; (b) The Baby Collective suspects or becomes aware that you or your Authorized Users, as applicable, have provided false or misleading information to The Baby Collective or a Client; or (c) The Baby Collective believes, in its sole discretion, that your or your Authorized User's actions, as applicable, (i) may cause legal liability for The Baby Collective or other users of the Marketplace, (ii) may be contrary to the interests of the Marketplace or its users, or (iii) may involve illicit or illegal activity. If your or your Authorized User's Account is temporarily or

permanently closed, you and your Authorized Users may not use the Marketplace under the same Account or a different Account or reregister under a new Account without The Baby Collective's prior written consent.

## **10.2 Effect of Termination.**

Cancellation or termination of your Account shall not affect (a) any liabilities or obligations of either Party arising before such cancellation or termination or out of the events causing such cancellation or termination, or (b) any damages or other remedies to which a Party may be entitled under these Terms or any agreement governing a Engagement, at law or in equity, arising from any breaches of such liabilities or obligations. Except as otherwise required by law or as otherwise set forth in these Terms, upon cancellation or termination of your Account, you will no longer have access to your Content on the Marketplace and your Content may be deleted for which The Baby Collective will have no liability whatsoever. The Baby Collective may retain some or all of your Account information and Content as required by law. For the avoidance of any doubt, cancellation or termination of your Account does not automatically terminate or otherwise impact any Engagement, Provider Agreement or other agreement governing a Engagement in force at such time. In the event there are any ongoing Engagements at the time of cancellation or termination of your Account, these Terms will continue to apply and be in effect until all Engagements have been completed or otherwise terminated pursuant to the terms of the applicable agreement governing the Engagement. For the avoidance of any doubt, cancellation or termination of your Account does not relieve you of your obligations with respect to the Non-Circumvention Period set forth in Section 3.5.

## **10.3 Survival.**

Sections 1.3, 1.5, 1.6, 2.1, 2.3, 2.4, 3.1, 3.2, 3.5, 4, 5, 6, 7, 8, 9, 10, 11 and 12 of these Terms will survive any termination or expiration hereof.

## **11. DISPUTE RESOLUTION**

### **11.1 Informal Process First.**

Except in the case either Party is seeking equitable relief, you agree that in the event of any dispute between you and The Baby Collective, you will first contact us and make a good faith sustained effort to resolve the dispute amicably and efficiently.

### **11.2 Binding Arbitration.**

Any dispute or claim that remains unresolved after the informal dispute resolution described in Section 11.1, except for disputes relating to the infringement of The Baby Collective's intellectual property rights or the access or use of the Marketplace in violation of these Terms (a "Claim"), will be resolved by binding arbitration, rather than in court, provided that you may assert Claims in small claims court located in Los Angeles County, California if your Claims qualify. The arbitration and any related proceedings shall take place in Los Angeles County, California, and you agree that Los Angeles County shall be the exclusive venue for any court proceedings permitted under this Term. You further waive any objection to personal jurisdiction

and venue in such courts and agree not to assert such defense that such forum is inconvenient or improper.

### **11.3 No Judge or Jury.**

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms as a court would.

### **11.4 Arbitrator and Rules.**

The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings will be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer Related Disputes. These rules can be found on the AAA website at [www.adr.org](http://www.adr.org).

### **11.5 Starting an Arbitration.**

To begin an arbitration proceeding, you must send The Baby Collective a notice of dispute, in writing, setting forth your name, address and contact information, the facts of the dispute and relief requested. You must send your notice of legal dispute to The Baby Collective at the following email address: [hello@thebabycollective.com](mailto:hello@thebabycollective.com). The Baby Collective will send any notice of dispute to you at the email address you have registered with us.

### **11.6 Format of Proceedings.**

The arbitration will be conducted, at the option of the Party seeking relief, by telephone, online, or based solely on written submissions.

### **11.7 Fees.**

If you initiate arbitration, your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, The Baby Collective will pay all other AAA and arbitrator's fees and expenses.

### **11.8 Individual Basis; Jury Trial Waiver.**

To the fullest extent permitted by applicable law, you and The Baby Collective each agree that any proceeding to resolve a Claim will be conducted only in the respective party's individual capacity and not as a plaintiff or class member in any purported class, consolidated, multiple plaintiff or representative action ("Class Action"). If for any reason a Claim proceeds in court rather than in arbitration, you and The Baby Collective each waive any right to a jury trial. You and The Baby Collective expressly waive any ability to maintain any Class Action in any forum. If the Claim is subject to arbitration, the arbitrator will not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action waiver is

unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

#### **11.9 Limitation Period.**

In no event will any Claim, or any other action or proceeding by you (including arbitration under this Section 11) be instituted more than one (1) year after the cause of action arose.

#### **11.10 Enforcement.**

Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **11.11 Invalidity.**

If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, you and The Baby Collective each agree to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California, and you and The Baby Collective each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.

### **12. GENERAL**

#### **12.1 Assignability.**

You may not assign these Terms or any of your rights or obligations hereunder without The Baby Collective's prior written consent. The Baby Collective may freely assign these Terms. Any attempted assignment or transfer in violation of this Section 12.1 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.

#### **12.2 Other Websites and Content.**

The Marketplace may include links to third-party websites or content. You are responsible for deciding if you want to access or use third-party websites or content that link from the Marketplace (including any products, services, or other offerings offered on such third-party websites). You understand that deciding not to access or use certain third-party content may impact your ability to use certain features and functionalities in the Marketplace. You agree that The Baby Collective is not responsible for content, information, products, services, or other offerings provided on third-party websites. Third-party websites have their own legal terms and privacy policies, and you may be giving others permission to use your information in way The Baby Collective would not. The Baby Collective has no control over, is not responsible for and does not endorse any such websites or content, and The Baby Collective will have no liability for any damages or losses you incur by visiting or using such third-party websites or content or purchasing or using any products, services or other offerings from such third parties.

#### **12.3 No Legal or Professional Advice.**

You acknowledge and agree that (a) The Baby Collective does not provide any healthcare, legal or other professional advice, (b) any materials, data, content, and information obtained in

connection with the Marketplace is for general informational purposes only and may not cover important considerations that apply to you and your business, and (c) The Baby Collective cannot guarantee that any such materials, data, content, and information are reliable, accurate or current, and use or reliance upon such materials, data, content, and information is at your own risk. You are encouraged to conduct due diligence and seek the assistance from licensed professionals in your jurisdiction.

#### **12.4 Force Majeure.**

Neither you nor The Baby Collective will be liable for any delay or failure to perform its obligations under these Terms due to any cause beyond your or The Baby Collective's reasonable control, including labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other acts of nature, embargoes, riots, acts or orders of government, acts of terrorism, or war.

#### **12.5 Governing Law.**

These Terms and any controversy, dispute or claim arising out of or relating to these Terms will be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

#### **12.6 Notices; Consent to Electronic Notice.**

You consent to the use of electronic means to deliver any notices pursuant to these Terms. Notices will be given: (a) by The Baby Collective via email (in each case to the email address that you provided when registering for your Account); (b) a reasonably prominent posting on the Marketplace; or (c) by you via email to [hello@thebabycollective.com](mailto:hello@thebabycollective.com).

#### **12.7 No Waiver.**

The failure or delay of either Party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and will in no way affect that Party's right to later enforce or exercise it, unless such Party issues an express written waiver, signed by a duly authorized representative of each Party.

#### **12.8 Severability.**

If and to the extent any provision of these Terms is held illegal, invalid, or unenforceable in whole or in part under applicable law, 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 so as to give the maximum effect to the intent of the Parties.

#### **12.9 Entire Agreement.**

These Terms and any exhibits or schedules incorporated herein by reference set forth the entire agreement and understanding of the Parties relating to the subject matter herein and cancels and supersedes all prior discussions, agreements, understandings, statements, proposals,

representations, warranties and other communications, whether written or oral, between the Parties.