



Terms of Use

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NOT FOR LAZY MOMS, LLC TERMS OF USE

Please read the following Terms of Use (these "Terms") carefully before using the Not For Lazy Moms, LLC ("NFLM", "we," "our," or "us") website, located at <http://notforlazymoms.com/>, or participating in any online features, products, services and/or programs offered by us (collectively, the "Web Properties"). These Terms apply to all of our Web Properties.

These Terms do not apply to any other web page operated and/or owned by anyone other than NFLM and its affiliates, including, but not limited to, any website, mobile application, blog, social media site, or other material. When visiting these third party websites and other properties, you should refer to the terms and conditions in effect for that website or property.

PLEASE READ THESE TERMS CAREFULLY. THEY INCLUDE IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS, INCLUDING VARIOUS LIMITATIONS AND EXCLUSIONS, AND A CLAUSE THAT GOVERNS THE PROCEDURE, JURISDICTION AND VENUE OF ANY DISPUTES. BY ACCESSING OR USING THE WEB PROPERTIES, YOU ARE ENTERING INTO A LEGAL CONTRACT WITH US REGARDING YOUR USE OF THE WEB PROPERTIES. YOU AGREE TO BE BOUND BY THESE TERMS AND ALL ADDITIONAL TERMS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO ANY PORTION OF THESE TERMS, YOU SHOULD NOT ACCESS OR OTHERWISE USE THE WEB PROPERTIES.

1. **CONVENIENCE AND INFORMATION ONLY.** Subject to these Terms, we hereby grant you a non-transferable, non-exclusive, limited license to use and access the Web Properties for your personal, non-commercial use. The Web Properties are provided to you as a convenience and for your information only. By merely providing you access to and use of the Web Properties, we do not warrant or represent that: (a) any statement, documents, images, graphics, logos, designs, audio, video, or any other information provided from or on the Web Properties (collectively, the "Content") is accurate or complete; (b) the Content is up-to-date or current; (c) we have any obligation to update any Content; (d) the Content is free from technical inaccuracies or programming or typographical errors; (e) the Content is free from changes made by a third party; (f) your access to the Web Properties will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through the Web Properties is or will be accurate or complete.

2. **WEB PROPERTIES USE AND CONTENT.**

(a) **USE OF THE WEB PROPERTIES.** The Web Properties and all rights therein are and will remain with NFLM. You may view, copy or print a single copy of any page from the Web Properties for personal, non-commercial purposes if you do not remove, modify, or alter any copyright or proprietary rights notices that may be present. You may not otherwise use, modify, copy, print, display, distribute, publish, or sell any information, images or other Content from the Web Properties without our express, prior, written consent. YOU MAY NOT USE ANY PORTION OF THE WEB PROPERTIES FOR ANY COMMERCIAL PURPOSE. Any special rules for any software, audio files, video files, downloads, and other items accessible through the Web Properties may be included elsewhere in the Web Properties and are incorporated into these Terms by reference.

(b) **RESTRICTIONS ON USE.** You may not: (i) remove or obscure any copyright, trademark, digital watermarks, proprietary legends or other proprietary notices from any portion of the Web Properties; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Web Properties, or any aspect of them, except as expressly permitted by us; (iii) decompile, reverse engineer, jeopardize the correct functioning of the Web Properties, or disassemble the Web Properties, or otherwise attempt to derive the source code of the software (including the tools, processes, methods, and infrastructure) that enables or underlies the Web Properties, except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Web Properties; (v) cause or launch any programs, spiders, robots, or scripts or other automatic or manual devices or processes for the purpose of extracting, scraping, indexing, surveying, or otherwise data mining any portion of the Web Properties, or unduly burdening or hindering the operation and/or functionality of any aspect of the Web Properties; (vi) attempt to gain unauthorized access to or impair any aspect of the Web Properties, or the related systems, servers, or networks; (vii) use the Web Properties to stalk, harass or harm another individual, or in any way that is in violation of any law or regulation; (viii) impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity; or (ix) use any portion of the Web Properties or any Content in any manner that may give a false or misleading impression, attribution or statement as to us or any other person or entity.

3. **UPDATES.** We may make changes to the Web Properties, the Content, the User Content (as defined below) or these Terms or stop providing any of the Web Properties and/or the Content at any time and without further notice to you. We will make an effort to update the Web Properties with any changes to these Terms, and you are encouraged to review these Terms frequently (the date of the most recent revision to these Terms appears at the end of these Terms). Your continued access or use of the Web Properties after such posting constitutes your consent to be bound by the Terms, as amended.

4. **PRIVACY AND ELECTRONIC COMMUNICATION.** We know that privacy is very important to you, and it is very important to us as well. Personal data that you provide regarding yourself will be handled in accordance with our Privacy Notice located at [<http://notforlazymoms.com/privacy>]. By using the Web Properties, you consent to receive electronic communications from us unless you follow applicable opt out procedures. We will communicate with you by email or by posting notices on our Web Properties. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communication be in writing.

5. **USER ACCOUNT, PASSWORD AND SECURITY.** To the extent that a user account is created by you to access and use the Web Properties ("User Account"), the following will apply:

(a) **USER ACCOUNT.** To access certain features and/or Content and/or User Content available through the Web Properties, we may require that you sign up using your email address and a password to create a User Account. If you do not create a User Account, you may not have access to certain functionality of the Web Properties. We use reasonable precautions to protect the privacy of your username, password, and User Account information. You, however, are ultimately responsible for protecting your username, password, and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies, if any. You agree to: (i) immediately notify us of any unauthorized use of your

username, password, or User Account, or any other breach of security; (ii) ensure that you exit from your User Account at the end of each session; and (iii) use a security passcode to secure your device where your User Account information is stored. While we may provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, interruption, interception or error.

(b) **ACCURATE INFORMATION.** In creating and using your User Account, you agree to: (i) provide true, accurate, current, and complete information about yourself on any registration form required for the Web Properties, including, but not limited to, your full name, email address, and zip code (such information being the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or if we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

(c) **NON-TRANSFERABILITY OF USER ACCOUNT.** User Accounts and usernames are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Properties with his or her username and password. You agree that you are solely responsible for activity that occurs under your User Account. We are entitled to act on all instructions received by anyone using your User Account, and we reserve the right to pursue any and all claims against any user of your User Account.

(d) **ACCOUNT DEACTIVATION.** We reserve the right to deactivate or cancel a User Account in our sole discretion, including for the following reasons: (i) you request such deactivation; (ii) you are deceased; (iii) you do not respond to repeated communication attempts regarding the status of your User Account; (iv) you fail to make payments related to your User Account (if applicable); (v) you reside in or relocate to a country where use of a User Account is prohibited under applicable law; or (vi) you act in a fraudulent or an inappropriate manner while using the User Account. You will be responsible for all charges incurred up until the time the account is deactivated, if applicable.

(e) **DATA RETENTION POLICY; MANAGING YOUR INFORMATION.** We may retain User Account information and some automatically collected information for as long as you use your User Account and for a reasonable time thereafter, and we may store it in the aggregate. If you would like us to delete your User Account information that you have provided, please contact us at [info@notforlazymoms.com] and we will respond in a reasonable time. Information that you enter into the Web Properties will generally remain there until we receive a legitimate request to remove it.

6. **OBJECTIONABLE MATERIAL.** You acknowledge that, in using the Web Properties and accessing the Content and/or the User Content, you may encounter material that you deem to be disturbing, offensive or objectionable. You agree to use the Web Properties at your sole risk and that we will have no liability to you for material that may be disturbing, objectionable or offensive to you.

7. **NOT INTENDED FOR CHILDREN AND OTHER AGE REQUIREMENTS.** The Web Properties are not intended or designed to attract children under the age of thirteen (13). You affirm that you are more than eighteen (18) years of age, or are an emancipated minor, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms.

8. **DISCLAIMERS.**

(a) **NO WARRANTIES FOR WEB PROPERTIES.** When using the Web Properties, information will be transmitted in such a way that may be beyond our control. Accordingly, we make no warranty concerning the delay, failure, interruption, or corruption of any data, the Content, the User Content or any other information transmitted in connection with the use of the Web Properties. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEB PROPERTIES IS AT YOUR SOLE RISK. THE WEB PROPERTIES, THE CONTENT, AND THE USER CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS THESE WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE WEB PROPERTIES, THE CONTENT, THE USER CONTENT, OR ANY SERVICES OR FEATURES OFFERED IN CONNECTION WITH THE WEB PROPERTIES ARE OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEB PAGES ACCESSIBLE ON OR THROUGH THE WEB PROPERTIES, OR THE SERVERS USED IN CONNECTION WITH THE WEB PROPERTIES, ARE OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES, OR OTHER HARMFUL COMPONENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE WEB PROPERTIES AT TIMES OR LOCATIONS OF YOUR CHOOSING, OR THAT WE WILL HAVE ADEQUATE CAPACITY FOR THE WEB PROPERTIES AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA. WE MAKE NO REPRESENTATION OR WARRANTY REGARDING GOVERNMENT COMPLIANCE OF ANY SOFTWARE USED IN RUNNING THE WEB PROPERTIES.

(b) **INDEMNIFICATION.** You agree to defend, indemnify, and hold harmless NFLM and our directors, officers, employees, agents, successors and assigns from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses, and costs (including, but not limited to, reasonable attorneys' fees) assessed or incurred by us, directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; (iii) your use of the rights granted hereunder, including, but not limited to, any claims made by any third parties; and/or (iv) any claim that your User Content caused damage to or violated the rights of a third party.

(c) **YOUR RESPONSIBILITIES.** You are responsible for establishing such procedures as you deem appropriate to verify the accuracy of data transmitted through the User Properties, and we will have no obligation to verify the accuracy of that data. While we reserve the right to review any and all User Content made available through the Web Properties, you will remain responsible for your User Content. Your use of the Web Properties is subject to the additional disclaimers and caveats that may appear throughout the Web Properties.

(d) **NETWORK ACCESS AND DEVICES.** You are responsible for obtaining the data network access necessary to use the Web Properties. If you are accessing the Web Properties on your mobile device, your network's data and messaging rates and fees may apply. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use

the Web Properties and any updates thereto. We do not guarantee that the Web Properties, or any portion thereof, will function on any particular hardware or devices. In addition, all Web Properties may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

(e) **NO MEDICAL OR PROFESSIONAL ADVICE.** All information and resources found on or accessible through the Web Properties are based on the opinions of the author unless otherwise noted. The information on or accessible through the Web Properties is intended to motivate readers to make their own health-conscious decisions after consulting with their healthcare providers. Please use caution when trying anything you see posted on the Web Properties, and always conduct your own research before trying something new. You acknowledge and agree that, by providing access to the Web Properties, we are not rendering or providing any health care services or any scientific, medical, or other professional opinions on any of the matters discussed or included on the Web Properties, and we will not be liable to anyone for any act or failure to act relating to any advice listed on or provided through the Web Properties, whether that advice is included in the Content provided by us or the comments or discussions of other users of the Web Properties. We are not responsible for events arising from the distribution of any information that you choose to publicly post or share through the Web Properties. We will not be liable to anyone for any act or failure to act relating to any information available on or through the Web Properties, in addition to any limitation of liability provisions contained elsewhere in these Terms.

9. **LIMITATION OF LIABILITY.** IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, AGENTS OR OTHER REPRESENTATIVES, BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM YOUR USE OF OR INABILITY TO USE THE WEB PROPERTIES, THE CONTENT, AND/OR THE USER CONTENT PROVIDED IN CONNECTION WITH THE WEB PROPERTIES, OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEB PROPERTIES, THE CONTENT AND/OR ANY USER CONTENT PROVIDED ON OR THROUGH THE WEB PROPERTIES. IN ADDITION, WE WILL NOT BE LIABLE FOR ANY NEGATIVE REPERCUSSIONS TO ANYONE BASED ON THE USE OF OR INABILITY TO USE THE WEB PROPERTIES, INCLUDING, BUT NOT LIMITED TO, ANY LOST GOODWILL OR LOST PROFITS. WE ARE NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE CAUSED BY YOUR USE OR MISUSE OF THE WEB PROPERTIES AND/OR ANY CONTENT. WE ARE NOT RESPONSIBLE FOR (A) INACCURACIES OR ERRORS IN OR OMISSIONS FROM THE CONTENT; (B) DELAYS, ERRORS, OR INTERRUPTIONS IN THE TRANSMISSION OR DELIVERY OF THE CONTENT; OR (C) LOSS OR DAMAGE ARISING THEREFROM OR OCCASIONED THEREBY, OR BY ANY REASON OF NONPERFORMANCE. REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS. IN NO EVENT WILL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE AND STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEB PROPERTIES AND USING THE CONTENT. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW. THESE TERMS GIVE YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM ONE STATE OR JURISDICTION TO ANOTHER.

10. **THIRD PARTY CONTENT AND THIRD PARTY APPLICATIONS.** We may provide hyperlinks to other websites maintained by third parties, or we may provide third party content on the Web

Properties by framing or other methods (collectively, "Third Party Content"). In addition, the Web Properties may include certain applications, features, programs and services provided by third parties (collectively, "Third Party Applications"). We do not monitor Third Party Content or Third Party Applications and can make no guarantee as to the accuracy or completeness of such Third Party Content or Third Party Applications. The links to third party websites, any Third Party Content, and any Third Party Applications are provided for your convenience and information only. The content on any linked website or in any Third Party Application is not under our control and we are not responsible for the content of linked websites and/or Third Party Applications, including any further links contained in a third party website. We make no representation or warranty in connection with any Third Party Content or Third Party Application, which at all times and in each instance is provided "as is." If you decide to access any of the third party websites linked to the Web Properties, any Third Party Content, and/or any Third Party Application, you do so entirely at your own risk.

If a third party links or refers to the Web Properties, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture, or partnership by or with us. In most cases, we are not even aware that a third party has linked to or refers to the Web Properties.

11. **INTELLECTUAL PROPERTY.** The Content of the Web Properties is intellectual property owned, controlled and/or licensed by us and/or our affiliates, or intellectual property that we are legally permitted to access and use. All applicable intellectual property laws, including copyright laws, protect our rights in and to the Content. No portion of the Content and/or User Content may be reproduced in any form or by any means, except as provided in Section 2 (Web Properties Use and Content) and elsewhere in these Terms.

We are the owner or authorized licensee of, or are otherwise permitted to use, all trademarks, service marks, and logos used and displayed on the Web Properties. All trademarks and service marks of NFLM that may be referred to on the Web Properties are the property of NFLM, or one of our affiliates. Other parties' trademarks and service marks that may be referred to on the Web Properties are the property of their respective owners. Nothing on the Web Properties should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of our, or our affiliates', trademarks, service marks, logos, or copyrighted materials without our prior written permission. Neither the name of Not For Lazy Moms, LLC, nor any of our trademarks, service marks, logos, or copyrighted materials may be used in any way, including in any advertising, hyperlink, publicity, or promotional materials of any kind, whether relating to the Web Properties or otherwise, without our prior written permission, except that a third party website that desires to link to the Web Properties and that complies with the requirements of Section 10 (Third Party Content and Third Party Applications) above may use the name "Not For Lazy Moms" or the title of any Content in or as part of that link.

12. **COPYRIGHT COMPLAINTS.** We own, protect and enforce copyright and other rights in our own intellectual property, and respect the intellectual property rights of others. We will respond to allegations of copyright infringement in accordance with the Digital Millennium Copyright Act (the "DMCA"). Under the DMCA, a copyright owner may file a takedown notice with an online service provider of an alleged copyright infringement. During this process, the service provider responds by taking down the alleged infringing content, and takes reasonable steps to contact the owner of the removed content so that a counter-notification may be filed, if appropriate. If a valid counter-notification is filed, we typically will restore the content in question, unless we receive

notice from the notification provider that a legal action has been filed seeking a court order to restrain the alleged infringer from engaging in the infringing activity. We may provide copies of such notices to the affected parties or to any other third parties, at our discretion and as required by law. Our Privacy Notice, located at [<http://notforlazymoms.com/privacy>], does not apply to any information contained in these notices.

When notifying us of potential infringement, you must include the following:

- identification of the copyrighted work(s) claimed to have been infringed. If multiple copyrighted works are involved, then a representative list of those works on the Web Properties;
- identification of the allegedly infringing material that is to be removed;
- information reasonably sufficient to permit us to locate the allegedly infringing material on the Web Properties;
- contact information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, or email address;
- a statement that the complaining party has a good faith belief that use of the material is in fact infringing and not authorized by the copyright owner, its agent, or the law;
- a statement, made under penalty of perjury, that the information set forth in the notification is accurate and, where relevant, that the complaining party is authorized to act on behalf of the copyright owner; and
- the signature, physical or electronic, of the copyright owner or a person authorized to act on his or her behalf.

A provider of content subject to a claim of infringement may make a counter-notification. To file a counter-notification with us, please provide the DMCA Agent with a written communication containing the following:

- identification of the allegedly infringing material that was removed or disabled;
- a statement that, under penalty of perjury, you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your postal address is located, and that you will accept service of process from the party who submitted the infringement notification or his, her, or its principal or agent; and
- the signature, physical or electronic, of you or a person authorized to act on your behalf.

We will promptly provide the party that provided the notice of alleged infringement with a copy of the counter-notification, and inform the complaining party that we intend to restore the removed or disabled content within ten (10) business days. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of the counter-notification, we will restore the removed or disabled content. Until that time, your content will remain removed or disabled.

Notice of alleged infringement must be sent by electronic mail to our DMCA Agent, [Monique Samuels], at [info@notforlazymoms.com] or by certified mail and marked "Copyright Infringement", Attn: DMCA Agent at the address set forth at the end of these Terms.

Before filing notice of copyright infringement, you must make a careful determination as to whether or not the use of the material at issue is or may be protected by the "fair use" doctrine. You could potentially be held liable for costs and attorneys' fees should you file a takedown notice where there is no infringing use. If you are unsure whether there is infringement, it may be advisable to seek legal counsel.

13. **TERMINATION OF SERVICE.** We may suspend or terminate your right to access secured portions of the Web Properties at any time, without notice, for conduct that we believe violates these Terms and/or is harmful to other users of the Web Properties, to us, to our partners, to the contributors, to the business of our Internet service provider, or to other information providers.

14. **ADDITIONAL REMEDIES.** You acknowledge that your conduct that is inconsistent with these Terms may cause us irreparable damage for which remedies other than monetary relief may be inadequate. In such instances, you agree that we may seek injunctive or other equitable relief to restrain such conduct without the necessity of proving actual harm or posting a bond.

15. **PAYMENT TERMS.** To access certain features of the Web Properties or to purchase products or services offered on or through the Web Properties, you may be required to make a payment to NFLM, and the following terms will apply to your purchase(s):

(a) **CHARGES.** If there is a charge associated with a portion of the Web Properties that you are accessing or a product or service that you are purchasing, you agree to pay that charge. The price stated excludes all applicable taxes and currency exchange settlements, unless stated otherwise. All prices listed on the Web Properties are subject to change. NFLM reserves the right to correct any misprints or errors in pricing and to make any revisions as necessary or advisable. Depending on which bank or financial institution you use, you may incur additional charges associated with your purchase; we have no control over those charges and accept no liability related to them.

(b) **BILLING.** If you sign up to receive features, services, or products that require payment, you will be asked to provide a payment method at the time you sign-up. We use a third party service provider to process these payments. When you make a payment, we will transfer you to a secure network provided by our third party processor through which all transactions are processed. We do not retain any of your credit card or other payment information. You agree to promptly update your account and other information, including your email address and payment method details, so that we (and our third party service provider) can complete your transactions and contact you as needed in connection with your transactions. Changes made to your billing account will not affect charges that we submit to your billing account before we could reasonably act on your changes to your billing account. By providing NFLM with a payment method, you (i) represent that you are authorized to use that payment method; (ii) represent that any payment information you provide is true and accurate; and (iii) authorize NFLM to charge you by using your selected payment method. We may bill you in advance, at the time of purchase, or shortly after purchase.

(c) **REFUND POLICY.** Unless otherwise provided by law or by a particular offer from us, all purchases are final and non-refundable. If you believe that NFLM has charged you in error, you must contact us within 90 days of the date on which that charge was incurred. We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit in any particular instance, we are under no obligation to issue the same or similar refund in the future. This refund policy does not affect any statutory rights that may apply.

16. **USER CONTENT POLICY.**

(a) The Web Properties may now or in the future permit you to upload or post to the Web Properties or otherwise submit to NFLM various forms of Content, such as statements, reviews, ratings, opinions, photos, video, text, graphics, music, sounds, questions, suggestions, messages, comments, feedback, ideas, notes, drawings, articles, stories about you, or any other content of any kind whatsoever (collectively, "User Content").

(b) We do not claim ownership in your User Content. However, by submitting any User Content in any form to NFLM, in addition to other provisions of these Terms, you automatically grant NFLM, its affiliates, successors and assigns, a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, sublicensable and assignable right and license to use, copy, reproduce, modify, adapt, publish, edit, translate, create derivative works from, transmit, distribute, publicly display and publicly perform such User Content for the purpose of displaying and promoting such User Content on any website or other Web Properties owned or operated by, and in any related marketing materials produced by, NFLM and/or its affiliates, successors and assigns without further notice to you, or consent from you, and without any requirement to pay anything to you or anyone else. You will not have or obtain any rights in or to any form, media, or technology incorporating any of your User Content. You also grant to NFLM and its affiliates, successors and assigns the exclusive right to incorporate your User Content into other works in any form, medium or technology, whether now known or later developed, for the full term of any copyrights, trademarks and other intellectual and proprietary rights (collectively, "Rights") that may exist in that User Content. You also warrant to NFLM that either you own all Rights in your User Content or all third party holders of Rights in your User Content have validly and irrevocably granted to you the right to grant the rights and licenses set forth above. You further acknowledge that NFLM and its affiliates, successors and assigns will be entitled to unrestricted use of the User Content for any purpose whatsoever, commercial or otherwise.

(c) We welcome and encourage the community to comment and initiate conversations amongst each other by posting User Content. Differing points of view are always welcome, and while we do not intend to censor any points of view, abusive and non-constructive language will not be tolerated. In order to maintain an open conversational atmosphere, User Content may not appear immediately on the Web Properties, and we reserve the right, in our sole discretion, to review and approve User Content before it is made available to other users on the Web Properties.

(d) Please remember that, even if we review your User Content, you will be solely responsible for your User Content and the consequences of posting or publishing it. We do not endorse any User Content or any opinion, recommendation, or advice expressed on or through the Web Properties, and we expressly disclaim any and all liability in connection with User Content. You acknowledge that NFLM, our site moderators and our agents reserve the right, in our sole discretion, to refuse, move, and/or remove User Content available on or through the Web

Properties that, in our judgment, does not comply with these Terms and any other rules of user conduct applicable to our Web Properties, or is otherwise harmful, objectionable, or inaccurate. We are not responsible for any failure or delay in removing such User Content. You represent and warrant that neither your User Content nor your uploading, publishing or otherwise making available your User Content nor NFLM's use of your User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation. You agree that you will not provide any User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, invasive of another's privacy, infringing of another's intellectual property rights, unlawful, or otherwise offensive, as determined by NFLM in its sole discretion.

17. **CUSTOMER COMMENTS.** By submitting comments, information or feedback to us through email and/or the Web Properties, you agree that the information submitted will be subject to our Privacy Notice located at [<http://notforlazymoms.com/privacy>]. We may use comments, information or feedback that you may submit to us, questions you need answered, and suggestions of topics to be included on the Web Properties (collectively, "Feedback"), in any manner that we may choose, including, but not limited to, the incorporation of suggested changes into our services and products, without notice or compensation to you. You hereby grant NFLM a perpetual, irrevocable, royalty-free, worldwide, non-exclusive, sublicensable and assignable license and all rights to use the Feedback for any purpose we may choose.

18. **GOVERNING LAW; JURISDICTION AND VENUE.** You agree that all matters relating to your access to, or use of, the Web Properties will be governed by the laws of the State of Maryland, without regard to any conflict of laws principles. You agree and hereby submit to the exclusive personal jurisdiction and venue of the state and federal courts in the State of Maryland with respect to such matters.

19. **LOCAL LAWS.** We make no representation that any Content or materials on the Web Properties are appropriate or available for use in jurisdictions that are outside the United States. Access to the Web Properties from jurisdictions where such access is illegal is prohibited. If you choose to access the Web Properties from other jurisdictions, you do so at your own initiative and are responsible for compliance with applicable local laws.

20. **EXPORT RESTRICTIONS.** Any software and all underlying information and technology downloaded or viewed from any of the Web Properties or in connection with the services (collectively, the "Software or Technical Data") by you may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. Appx. §§ 2401 et seq.) and the Export Administration Regulations (50 C.F.R. Parts 730-774), and may be subject to export or import regulations in other countries. You are solely responsible for complying with all trade regulations and laws, both foreign and domestic, in your use and viewing of the Web Properties, the Content, the User Content, and any of our products or services, including, but not limited to, the Software or Technical Data. Except as authorized by law, you agree not to export or re-export the Software or Technical Data to any country, or to any person, entity, or end-user subject to U.S. export controls, including, but not limited to, persons or entities listed on the U.S. Department of Commerce Bureau of Export Administration's Denied Parties List and the U.S. Department of Treasury's Specially Designated Nationals. You represent and warrant that no U.S. federal agency has suspended, revoked, or denied your export privileges.

Your Consent To This Agreement

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