

# Terms of Use and Service

PLEASE READ THESE TERMS CAREFULLY AND COMPLETELY BECAUSE THEY CONSTITUTE THE COMPLETE TERMS OF THE AGREEMENT BETWEEN YOU AND US. ONCE YOU ACCESS THE SITE, YOU ARE LEGALLY BOUND BY THESE TERMS.

The website located at mnmamainnovations.com (the “**Site**”) is a copyrighted work belonging to MN Mama Innovations (“**Company**”, “**us**”, “**our**”, and “**we**”). Certain features of the Site may be subject to additional guidelines, terms, or rules, which will be posted on the Site in connection with such features. All such additional terms, guidelines, and rules are incorporated by reference into these Terms.

These Terms and Conditions of Use (these “**Terms**”) set forth the legally binding terms and conditions that govern your use of the Site and your membership. By accessing or using the Site, you are accepting these Terms, without modification, (on behalf of yourself or the entity that you represent), and you represent and warrant that you have the right, authority, and capacity to enter into these Terms (on behalf of yourself or the entity that you represent). you may not access or use the Site or accept the Terms if you are not at least 18 years old. If you do not agree with all of the provisions of these Terms, do not access and/or use the Site.

These terms require the use of arbitration (Section 10.2) on an individual basis to resolve disputes, rather than jury trials or class actions, and also limit the remedies available to you in the event of a dispute.

## 1. ACCOUNTS

**1.1 “Contact Us Form” Request.** You may complete the (“**Contact Us Form**”) and provide certain information about yourself as prompted by the “Contact Us Form”. You represent and warrant that: (a) all required registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information.

**1.2 Contact Information Responsibilities.** You are responsible for providing accurate “Contact Us From” information and are fully responsible for all activities that occur when completing this form. You agree to immediately notify Company of any unauthorized use, or suspected unauthorized use of your Account or any other breach of security. Company cannot and will not

be liable for any loss or damage arising from your failure to comply with the above requirements.

## **2. ACCESS TO THE SITE**

**2.1 License.** Subject to these Terms, Company grants you a non-transferable, non-exclusive, revocable, limited license to: (a) use and access the Site solely for your own personal, noncommercial use, and (b) to download, and publicly display any content that Company makes available for download via the Site, solely for your own personal, noncommercial use.

**2.2 Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, whether in whole or in part, or any content displayed on the Site; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means. Unless otherwise indicated, any future release, update, or other addition to functionality of the Site shall be subject to these Terms. All copyright and other proprietary notices on the Site (or on any content displayed on the Site) must be retained on all copies thereof.

**2.3 Modification.** Company reserves the right, at any time, to modify, suspend, or discontinue the Site (in whole or in part) with or without notice to you. You agree that Company will not be liable to you or to any third party for any modification, suspension, or discontinuation of the Site or any part thereof.

**2.4 No Support or Maintenance.** You acknowledge and agree that Company will have no obligation to provide you with any support or maintenance in connection with the Site.

**2.5 Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Site and its content are owned by Company or Company's suppliers. Neither these Terms (nor your access to the Site) transfers to you or any third party any rights, title, or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. Company and its suppliers reserve all

rights not granted in these Terms. There are no implied licenses granted under these Terms.

**2.6 Privacy Policy.** Company's [Privacy Policy](#) is incorporated by reference in these Terms.

### **3. USER CONTENT**

**3.1 User Content.** “**User Content**” means any and all information and content that a user submits to, or uses with, the Site (e.g., “Contact Us Form” content). You are solely responsible for your User Content. You assume all risks associated with use of your User Content, including any reliance on its accuracy, completeness or usefulness by others, or any disclosure of your User Content that personally identifies you or any third party. You hereby represent and warrant that your User Content does not violate our Acceptable Use Policy (defined in Section 3.3). Because you alone are responsible for your User Content, you may expose yourself to liability if, for example, your User Content violates the Acceptable Use Policy. Company is not obligated to backup any User Content, and your User Content may be deleted at any time without prior notice. You are solely responsible for creating and maintaining your own backup copies of your User Content if you desire.

**3.2 License.** You hereby grant (and you represent and warrant that you have the right to grant) to Company an irrevocable, nonexclusive, royalty-free and fully paid, worldwide license to reproduce, distribute, publicly display and perform, prepare derivative works of, incorporate into other works, and otherwise use and exploit your User Content, and to grant sublicenses of the foregoing rights, solely for the purposes of including your User Content in the Site. You hereby irrevocably waive (and agree to cause to be waived) any claims and assertions of moral rights or attribution with respect to your User Content. Without limiting the generality of the foregoing, Company recognizes that some User Content may make reference to project services and deliverables owned by third parties.

**3.3 Acceptable Use Policy.** The following terms constitute our “**Acceptable Use Policy**”:

**(a)** You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of

another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

**(b)** In addition, you agree not to: (i) upload, transmit, or distribute to or through the Site any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) send through the Site unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) use the Site to harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with, disrupt, or create an undue burden on servers or networks connected to the Site, or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized access to the Site (or to other computer systems or networks connected to or used together with the Site), whether through password mining or any other means; (vi) harass or interfere with any other user's use and enjoyment of the Site; or (vii) use software or automated agents or scripts to produce multiple accounts on the Site, or to generate automated searches, requests, or queries to (or to strip, scrape, or mine data from) the Site (provided, however, that we conditionally grant to the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials, subject to the parameters set forth in our robots.txt file).

**(c)** In addition, you agree not to upload any content that is subject to confidentiality obligations owed to third parties.

**3.4 Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 8, and/or reporting you to law enforcement authorities.

**3.5 Feedback.** If you provide Company with any feedback or suggestions regarding the Site (“**Feedback**”), you hereby assign to Company all rights in such Feedback and agree that Company shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. Company will treat any Feedback you provide to Company as non-confidential and non-proprietary. You agree that you will not submit to Company any information or ideas that you consider to be confidential or proprietary. No compensation shall be paid by us for any such Feedback, regardless of any use we make of the Feedback.

## **4. INDEMNIFICATION**

You agree to indemnify and hold Company (and its officers, employees, and agents) harmless, including costs and attorneys’ fees, from any claim or demand made by any third party due to or arising out of (a) your use of the Site, (b) your violation of these Terms, (c) your violation of applicable laws or regulations or (d) your User Content. Company reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **5. THIRD-PARTY LINKS & ADS; OTHER USERS**

**5.1 Third-Party Links & Ads.** The Site may contain links to third-party websites and services, and/or display advertisements for third parties (collectively, “**Third-Party Links & Ads Sites**”). Such Third-Party Links & Ads Sites are not under the control of Company, and Company is not responsible for any Third-Party Links & Ads Sites. Company provides access to these Third-Party Links & Ads Sites only as a convenience to you, and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Links & Ads Sites. You use all Third-Party Links & Ads Sites at your own risk, and should apply a suitable level of caution and discretion in doing so. When you click on any of the Third-Party Links & Ads Sites the applicable third party’s terms and policies apply, including the third party’s privacy and data gathering practices. You should make whatever investigation you feel necessary or appropriate before proceeding with any transaction in connection with such Third-Party Links & Ads Sites.

**5.2** With respect to some or all of these Third-Party Links & Ads Sites, we may have entered into an agreement with the entity to provide services or products to you at a reduced rate or to otherwise allow you access to their websites. At any time, with or without notice, we, or they, may terminate our agreement, and upon the termination of any such agreement, such services, products, or access may no longer be available to you at our Site or may no longer be available to you upon the terms previously set forth on our Site (even though you may have previously paid for their services or products). We do not warrant that any of the products and services offered by Third-Party Links & Ads Sites, at the time you first access the Site, or at any time thereafter, will continue to be offered or will be continued to be offered on the same terms and conditions. In addition, at any time and for any reason, we may change or substitute one service or product provider for a different service or product provider, and in such event, we do not warrant that their services or products will be identical to the services or products previously offered to you or that their services or products will be available to you upon the same terms and conditions or without additional cost. You will not be entitled to a refund, in whole or part, for services or products that are no longer available to you as a result of any of any such changes.

**5.3 Other Users.** Each Third-Party Links & Ads Site is solely responsible for any and all of its own User Content. Because we do not control User Content, you acknowledge and agree that we are not responsible for any User Content, whether provided by them or by others. We make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content. Your interactions with Third-Party Links & Ads Sites are solely between you and them. You agree that Company will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any Third-Party Links & Ads Site, we are under no obligation to become involved.

**5.4 Release.** You hereby release and forever discharge the Company (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or that relates directly or indirectly to, the Site (including any interactions with, or act or omission of, other Site users or any Third-Party Links & Ads Sites). IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH

STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

**5.5** At any time, with or without notice, we reserve the right to “de-link” any Third-Party Link & Ads Site from our Site.

## **6. DISCLAIMERS**

**6.1** THE SITE IS PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, AND COMPANY (AND OUR SUPPLIERS) EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR SUPPLIERS) MAKE NO WARRANTY THAT THE SITE WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SITE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF FIRST USE.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**6.2** The Site may include information about legal issues and developments concerning, or potentially relevant to, healthcare and financial services companies, independent contractors, and employees. All such material is for informational purposes only and may not reflect the most current legal developments or be relevant to your particular situation or be applicable in the State in which you reside or work. This informational material is not intended, and should not be taken, as legal advice on any particular set of facts or circumstances but rather as areas of inquiry you might want to pursue with legal counsel. You should contact an attorney for advice on specific legal issues or legal problems. Only an attorney can provide you with legal advice.

## **7. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL COMPANY (OR OUR SUPPLIERS) BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST DATA, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS, OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THESE TERMS OR YOUR USE OF, OR INABILITY TO USE, THE SITE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE IS AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR COMPUTER SYSTEM, OR LOSS OF DATA RESULTING THEREFROM.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR TOTAL AGGREGATE LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO (a) THE AMOUNTS PAID BY YOU TO US FOR YOUR USE OF THE SITE OR (b) A MAXIMUM OF FIFTY US DOLLARS (U.S. \$50), whichever amount is greater. THE EXISTENCE OF MORE THAN ONE CLAIM WILL NOT ENLARGE THIS LIMIT. YOU AGREE THAT OUR SUPPLIERS WILL HAVE NO LIABILITY OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT. YOU AND WE ACKNOWLEDGE THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THESE TERMS OF USE WITHOUT THESE LIMITATIONS ON LIABILITY.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IF YOU ARE DISSATISFIED WITH THE SITE, ANY MATERIALS, PRODUCTS, OR SERVICES ON THE SITE, OR WITH ANY OF THE SITE'S TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

## **8. TERM AND TERMINATION**

Subject to this Section, these Terms will remain in full force and effect while you use the Site. With or without notice, we may suspend or terminate your rights to use the Site (including your Account) at any time, for any reason, at our sole discretion, including for any use of the Site in violation of these Terms. Upon termination of your rights under these Terms, your Account and right to access and use the Site will terminate immediately. You understand that any termination of your Account may involve deletion of your User Content associated with your Account from our live databases. Company will not have any liability whatsoever to you for any termination of your rights under these Terms, including for termination of your Account or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 3 and Sections 4 through 10.

## **9. COPYRIGHT POLICY**

Company respects the intellectual property of others and asks that users of our Site do the same. In connection with our Site, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our online Site who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site, unlawfully infringing the copyright(s) in a work, and wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. § 512(c)) must be provided to our designated Copyright Agent:

1. your physical or electronic signature;
2. identification of the copyrighted work(s) that you claim to have been infringed;
3. identification of the material on our services that you claim is infringing and that you request us to remove;
4. sufficient information to permit us to locate such material;
5. your address, telephone number, and e-mail address;
6. a statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. a statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner.

Please note that, pursuant to 17 U.S.C. § 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement.

The contact information for the designated Copyright Agent for Company is:

MN Mama Innovations.

Email: [info@mnmamainnovations.com](mailto:info@mnmamainnovations.com)

We will respond to notices of claimed copyright infringement in accordance with DMCA.

## **10. GENERAL**

**10.1 Changes.** At any time, in our sole and absolute discretion, we reserve the right to change these Terms and to make whatever other changes or revisions we deem necessary with respect to access to the Site or information contained on the Site or the existence of any Third-Party Links & Ads or the terms and conditions offered by such Third-Party Links & Ads. You are responsible for regularly reviewing these Terms. If we make any substantial changes, we will prominently post notice on the Site that changes have been made. In addition, we may, but we are not required to, provide you with notice by sending you an e-mail to the last e-mail address you provided to us. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Site. These changes will be effective immediately for new users of our Site. Continued use of our Site following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

**10.2 Dispute Resolution.** *Please read this Arbitration Agreement carefully. It is part of your contract with Company and affects your rights. It contains*

*procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

**(a)** *Applicability of Arbitration Agreement.* All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms or the use of any product or service provided by the Company that cannot be resolved informally shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed to, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and the Company, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under the Terms. This arbitration agreement is governed by, and subject to, the Federal Arbitration Act.

**(b)** *Notice Requirement and Informal Dispute Resolution.* Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“**Notice**”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to the Company must be sent, by certified mail, to: 4326 Xerxes Avenue North, Minneapolis, MN 55412 and a copy must simultaneously be sent by electronic mail to [info@mnmamainnovations.com](mailto:info@mnmamainnovations.com). Notice to you by us must be sent to the email address on file for you with us at the time the Notice is sent and by certified mail to the mailing address, if any, we have on file for you at the time the Notice is sent. After the Notice is received, you and the Company may attempt to resolve the claim or dispute informally. If you and the Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding.

**(c)** *Arbitration Rules.* Arbitration shall be initiated through the JAMS an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If JAMS is not available to arbitrate, the parties shall agree to use the American Arbitration Association. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with the Terms. The JAMS Comprehensive Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at [jamsadr.org](http://jamsadr.org). The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party

seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location determined by the Arbitrator after taking into account the locations of the Arbitrator, the parties, the attorneys, and the witnesses, choosing the location which, in his or her judgment, is, in toto, the most cost effective and convenient. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees, expert fees, and travel expenses) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider and the cost of a transcript, if requested by either party.

**(d)** *Additional Rules for Non-Appearance Based Arbitration.* If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

**(e)** *Time Limits.* If you or the Company pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.

**(f)** *Authority of Arbitrator.* If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and the Company, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

**(g)** *Waiver of Jury Trial.* THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all

claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient, and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and the Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

**(h) Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If, however, this waiver of class or consolidated actions is deemed invalid or unenforceable with respect to a particular claim or dispute, then notwithstanding anything to the contrary in this Arbitration Agreement or Terms, neither you or Company is entitled to arbitration of such claim or dispute. Instead, all such claims and disputes will then be resolved in a court as set forth in Section 10.2(n).

**(i) Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

**(j) Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

**(k) Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

**(l) *Survival of Agreement.*** This Arbitration Agreement will survive the termination of your relationship with Company.

**(m) *Emergency Equitable Relief.*** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement. Any such action must be brought pursuant to the provisions contained in Section 10.2 (n).

**(n) *Courts.*** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts, either State or Federal, located within San Francisco County, California. You and we consent to the exclusive jurisdiction and venue of those courts. In any such action, YOU AND THE COMPANY WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge in a bench trial.

**10.3 *Export.*** The Site may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations. This Site is intended for users located in the United States of America. We do not represent that the information on this Site is appropriate or available for use in other locations. Persons who choose to access from other locations do so on their own initiative, and we are not responsible for compliance with local laws, if and to the extent such local laws are applicable.

**10.4 *Disclosures.*** Company is located at the address in Section 10.8. If you are a California resident, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Product of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

**10.5 *Electronic Communications.*** The communications between you and Company use electronic means, whether you use the Site or send us emails, or whether Company posts notices on the Site or communicates with you via email. For contractual purposes, except for the Notice specified in Section 10.2 (b), you (a) consent to receive communications from Company in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you

electronically satisfy any legal requirement that such communications would satisfy if it were be in a hardcopy writing. The foregoing does not affect your non-waivable rights.

**10.6 Entire Terms.** These Terms constitute the entire agreement between you and us regarding the use of the Site. Unless otherwise specified herein, this agreement supersedes all prior or contemporaneous communications or proposals, whether electronic, oral, or written between you and us. Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means “including without limitation”. If any provision of these Terms is, for any reason, held to be invalid or unenforceable, the other provisions of these Terms will be unimpaired and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Your relationship to Company is that of an independent contractor, and neither party is an agent or partner of the other. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Company’s prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. Company may freely assign these Terms. The terms and conditions set forth in these Terms shall be binding upon assignees.

**10.7 Consulting Services Agreements.** Notwithstanding anything to the contrary in Section 10.6 above, if at any time before or after you agree to these Terms you or a legal entity controlled by you enters into a consulting services agreement with Company, such agreement shall control over these Terms to the extent of any conflict between them.

**10.8 Copyright/Trademark Information.** Copyright © 2021 MN Mama Innovations. All rights reserved. All trademarks, logos, and service marks (“**Marks**”) displayed on the Site are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

**10.9 Contact Information:**

Email: [info@nmmainnovations.com](mailto:info@nmmainnovations.com)

**10.10 Governing Law:** Where federal law exists and can be applied, this agreement shall be governed by federal law. Where federal law does not pertain, the laws of the State of California, without resort to any choice of law

or conflict of law provisions, shall govern. A printed version of this agreement and any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**Last revised on: September 2, 2021**