



Website Terms and Conditions

By accessing or using the micropracticemama.com website (the “**Site**”), or purchasing or downloading any course, program, service, or product offered on the Site or by Micropractice Mama, LLC (the “**Company**”), you (the “**Customer**”) agree to the following Terms and Conditions (the “**Agreement**”).

1. Definitions.

1.1 “**Company**” means Micropractice Mama, a Texas Limited Liability Company.

1.2 “**Content**” means any and all written, visual, video, or audio information contained on the Site, including, but not limited to, any and all emails received from Dr. Sonia Singh, Micropractice Mam, and/or micropracticemama.com, and any and all written or downloadable material purchased, viewed, or otherwise offered by Micropractice Mama and/or on micropracticemama.com, including, but not limited to, courses, guides, forms, worksheets, webinars, social media posts, email lists, newsletters, group programs, blog posts, graphics, designs, documents, information, templates and materials.

1.3 “**Site**” means micropracticemama.com and any and all of its associated pages, tabs, landing pages, forms, or sub-pages.

2. Eligibility. To use the Site or any Content, Customer must be at least 18 years old and be able to consent to this Agreement.

3. Site Rules. By using the Site and/or accessing any Content provided by the Company Customer agrees not to:

- Abuse or harass any person through or on the Site.
- Post or transmit obscene, offensive, libelous, defamatory, pornographic, or abusive content, as well as content that infringes our intellectual property rights or those of another person, website, or company.
- Use the Site in any way or for any purpose which violates any law of the United States and the jurisdiction in which you use the Site.
- Post or transmit any “spam” or unwanted, unsolicited content.
- Post copyrighted materials, photographs, or content which do not belong to you.
- Promote or sell your own content, services, or products through the Site, or the content, services, or products of anyone else other than us.
- Copy, download, share, post, or transmit our intellectual property in any way that infringes on our intellectual property rights.

4. Changes to this Agreement. Company reserves the right to change, amend, or otherwise alter this Agreement at any time without notice. The most current version of the Agreement will be posted on the Site. Customer's continued access to or use of the Site after Company posts such updated terms, constitutes your acceptance of the changes and consent to be bound by the Agreement as amended. If Customer does not agree to the amended Agreement, Customer must stop accessing and using the Site.

5. Termination and Refund Policy.

5.1 Termination. Company reserves the right to terminate Customer's access to the Site and/or Content if Customer engages in abusive or unprofessional behavior towards representatives of Company or other members of the Micropractice Mama community or violates or breaches this Agreement. No refund will be provided in the event this takes place. Customer will remain obligated to pay all remaining unpaid fees in full.

5.2 Refund Policy. Refunds will not be issued for any services rendered or products purchased. Customer understands that disputing a charge through his or her financial institution is a violation of this Agreement and agrees to not do so.

5.3 Survival. The rights and obligations of the parties set forth in this Section 5.3 and Section 6, Section 7, Section 8, Section 9, Section 10, Section 11.9, Section 11.10 and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

6. Intellectual Property.

6.1 Customer agrees that the Site and Content includes proprietary content ("**Intellectual Property**") that is owned solely by Company and/or its licensor and is protected by copyright, trademark, and any other applicable intellectual property laws. Company retains the sole right to use, reproduce, and distribute the Intellectual Property throughout the universe in any and all mediums. Company grants Customer a license to use the Intellectual Property solely for Customer's own noncommercial purposes. Customer agrees that it has no right to create derivatives of, share, reproduce, distribute, modify, translate, post, license, sell or otherwise exploit the Intellectual Property, whether commercially or non-commercially, and acknowledges that doing so constitutes a violation of law. For the avoidance of doubt, Customer agrees not to create any derivative products, blog posts, websites, guides, worksheets, tool kits, videos, audio recordings, like based on Company's Intellectual Property (including any and all content) or that in any way violates Company's Intellectual Property, without Company's written consent. Any registered or common law trademark, service mark, logo, or tagline used in conjunction with the Site and/or Content is property of the Company, Customer may not use such trademarks or service marks for any purpose except with written permission by Company.

6.2 No Resale of Services Permitted. Customer agrees not to reproduce, duplicate, copy, sell, trade, resell, or exploit for any commercial purposes, any portion of the Site and/or Content (including course materials). This Agreement is not transferrable or assignable without Company's prior written consent.

6.3 Sharing the Site and Content. Customer may share the Site for personal purposes, but Company asks that Customer link directly to the Site. Customer is required to give Company and the Site credit by linking to the Site and its Content if Customer shares the same on social media or

Customer's own website, including all photographs. Customer may not in any way imply or represent that the Site or Content are Customer's or that Customer in any way created, caused, or contributed to the Site or Content. Customer may not make any claims that Customer is in any way associated with Micropractice Mama.

6.4 Recordings. All group calls and meetings may be recorded by Company. Customer agrees and consents to the recording of any calls, meetings, or conversations which take place as part of this Agreement. Company reserves rights in any and all recordings.

7. Confidential Information.

7.1 All non-public, confidential or proprietary information of either party ("**Confidential Information**"), including, but not limited to, information about such party's business affairs, products, services, methodologies, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, or otherwise learned by the Receiving Party in connection with this Agreement is confidential, solely for use in performing this Agreement and may not be disclosed or copied unless authorized by the Disclosing Party in writing. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Agreement; (b) is obtained by the Receiving Party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) the Receiving Party establishes by documentary evidence, was in its possession prior to the Disclosing Party's disclosure hereunder; (d) was or is independently developed by the Receiving Party without using any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed under applicable federal, state or local law, regulation or a valid order issued by a court or governmental agency of competent jurisdiction.

7.2 The Receiving Party shall be responsible for any breach of this Section 5 caused by any of its employees, contractors, agents, or representatives. Each party's obligations under this Section 7 will survive termination or expiration of this Agreement.

8. Representations and Warranties.

8.1 Each party represents and warrants to the other party that: (a) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder; and (b) this Agreement constitutes the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

8.2 No Warranties. EXCEPT THOSE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ANY INFORMATION, GUIDANCE, OR RECOMMENDATIONS THEREIN ARE PROVIDED "AS IS" AND COMPANY DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. THIS INCLUDES, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA LOSS, AND NON-INFRINGEMENT OR ANY REPRESENTATIONS REGARDING THE

AVAILABILITY, RELIABILITY, OR ACCURACY OF THE PLATFORM. COMPANY DOES NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS OR PROFITS THAT MAY BE OBTAINED THROUGH THE SITE.

8.3 No Guarantees.

(a) Company cannot guarantee the outcome of the Services. Company makes no guarantees other than that the Services described Section 1 shall be provided to you in accordance with this Agreement. Customer acknowledges that Company cannot guarantee any results as such outcomes are based on subjective factors (including, but not limited to, Customer's participation) that cannot be controlled by Company. Any testimonials or reviews shared by Company are not a representation of guaranteed results, only possible results. Customer not achieving his or her desired results is not grounds for a refund.

(b) From time to time, and upon Customer's request, Company and/or its representatives may provide Customer with recommendations or referrals for third party service providers. Company in no way guarantees the quality of service provided by any third-party and bears no liability with respect to such service experience.

9. Indemnification. Customer agrees to indemnify, defend, and hold harmless Company and its members, officers, directors, agents, and employees harmless from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, and expenses, including interest, penalties, attorney fees, etc. which are imposed upon or incurred by Company as a result of (a) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Customer or its employees or agents; (b) Customer's breach of his or her obligations, representations, warranties, or covenants under this Agreement; or (c) any alleged breach of negligence said to have been committed by the Company.

10. LIMITATION OF LIABILITY.

10.1 IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR LOSS OF DATA, DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO COMPANY PURSUANT TO THIS AGREEMENT.

11. Miscellaneous.

11.1 Independent Contractors. The parties are independent contractors, and nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between them. Neither party shall be authorized to contract for or bind the other party in any manner whatsoever.

11.2 Notice. All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

Micropractice Mama, LLC
711 Byrne St
Houston, TX 77009
sonia@micropracticemama.com

11.3 Entire Agreement. This Agreement constitutes the entire understanding between the parties relating to the matters herein and shall not be modified or amended except in a writing signed by both Parties hereto.

11.4 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Company and its respective successors and legal representatives. Neither this Agreement, nor any rights hereunder, may be assigned by Customer without the written consent of the Company.

11.5 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

11.6 Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by both Parties.

11.7 Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.8 Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

11.9 Governing Law and Mandatory Arbitration.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would cause the application of laws of any other jurisdiction.

(b) ALL CONTROVERSIES, CLAIMS AND DISPUTES ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE RESOLVED BY FINAL AND BINDING ARBITRATION BEFORE A SINGLE, MUTUALLY AGREED UPON, NEUTRAL ARBITRATOR LOCATED IN HARRIS COUNTY, TEXAS, CONDUCTED UNDER THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATOR'S AWARD WILL BE FINAL AND BINDING UPON THE PARTIES AND JUDGMENT MAY BE ENTERED ON THE AWARD. **EACH PARTY EXPRESSLY WAIVES ITS RIGHT TO HAVE ANY CONTROVERSIES, CLAIMS OR DISPUTE ARISING FROM OR RELATED TO THIS AGREEMENT**

DECIDED BY A COURT OR JURY. Notwithstanding the mandate to arbitrate all claims and disputes arising from or relating to this handbook outlined above, the Company may request and receive from a court of competent jurisdiction preliminary relief (inclusive of a temporary restraining order and temporary or preliminary injunction) to stop unauthorized use or abuse of the Site or Content or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights). After a request for preliminary relief has been submitted and considered by a court of competent jurisdiction in which the matter is filed, any subsequent complete trial on the merits of such claim shall be submitted and resolved confidentially in arbitration in accordance with this Agreement.

11.10 Attorney's Fees. In a dispute involving or arising from the Agreement, the prevailing Party shall be entitled to collect its reasonable attorneys' fees and costs from the other Party.

11.11 Headings; Interpretation. The use of headings or section titles are for ease of reference only, and shall not be considered to be substantive terms of this Agreement. This Agreement was prepared by the Company. It is expressly understood and agreed that this Agreement shall not be construed against the Company merely because it was prepared by it or its counsel; rather, each provision of this Agreement shall be construed in a manner which is fair to both Parties.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.