**TERMS AND CONDITIONS**

**By clicking the BUTTON “AGREE”, “I ACCEPT”, “Submit signature” OR OTHERWISE INDICATING ACCEPTANCE, BY REGISTERING FOR OR USING THE SERVICES, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT (the “Agreement”), WHICH GOVERNS YOUR USE OF THE SERVICEs. If you do not agree to all of the terms of THIS AGREEMENT, do not click the button “submit signature” which will indicate that you do not accept the terms of THIS AGREEMENT and you will be provided with a full refund**.

1. **NO PROVISION OF MEDICAL ADVICE.** **The Services that the Sleep Consultant provides are not intended to replace, SUBSTITUTE or supplement the medical advice by YOUR physician, paediatrician or qualified health care provider. None of the advice or the Services that the Sleep Consultant provides WILL be considered medical advice nor should the advice be relied upon as medical advice. Therefore, YOU should consult your physician, paediatrician, or qualified health care provider to rule out any potential underlying medical conditions before embarking on a new sleep program OR USING THE SERVICES. If a medical problem appears or persists, do not disregard or delay seeking medical advice from YOUR physician, paediatrician or qualified health care provider. THE SERVICES ARE NOT INTENDED TO BE A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT.**
2. **Definitions**. For the purposes of this Agreement, except as otherwise defined herein, the following words and phrases will have the following meanings:
3. “**Claims**” means all claims, suits, demands, judgments, losses, injuries, obligations, liabilities, costs, damages, and expenses of whatever form or nature, including, without limitation, legal fees, experts’ and consultants’ fees, and other costs of legal defense.
4. “**Improvements**” means any modifications, enhancements, changes or new proprietary information that is developed in relation to the Services.
5. “**Privacy Policy**” means The Sleep Consultants privacy policy set forth as Exhibit “A” attached hereto which explains how The Sleep Consultant collects, uses and shares your personal information.
6. “**Services**” means the following services provided by The Sleep Consultant:
	1. Sleep Intake Form;
	2. Sleep Report;
	3. Sleep Education;
	4. Follow-up Assistance; and
	5. Creation of an individualized sleep plan.
7. “**SIDS Information Outline**” means the American Academy of Pediatrics guidelines on sudden infant death syndrome (SIDS) attached hereto as Exhibit “B”.
8. “**Taxes**” means any consumption, excise, goods and services, harmonized sales, retail sales, social services, use, value added taxes and any other tax, duty, governmental fee or other like assessment or charge of any kind whatsoever imposed by any federal, provincial, state, territorial, municipal or other governmental authority in any jurisdiction.
9. “**The Sleep Consultant**” means My Little Dreamer, a Florida Limited Liability Company with a principal place of business in Miami, Florida, USA, who will be providing the Services.
10. **Currency.** All currency or dollar references in this Agreement will be in US dollars.
11. **Payments.** You are obligated to pay in advance for the Services. You order through The Sleep Consultant’s website. The Sleep Consultant accepts payment through the use of the third party payment facilitator “Wix”. By accepting this Agreement, You are giving The Sleep Consultant (or a third-party payment processor on The Sleep Consultant’s behalf) permission to charge You for fees that You owe The Sleep Consultant. All information that You provide in connection with a purchase must be accurate, complete, and current. You are responsible for and must pay any and all applicable Taxes.
12. **Agreement Term for the Services.** Unless earlier terminated pursuant to the terms of this Agreement, The Sleep Consultant will provide the Services until both parties agree, through an email acknowledgement, that You have met the goals listed in Your initial sleep report (“**Agreement Term**”).
13. **Force Majeure.** In the event that The Sleep Consultant is delayed in or prevented from performing its obligations under this Agreement due to a Force Majeure Event then, upon written notice to You: (a) the affected obligations under this Agreement will be suspended to the extent necessary during the period of the Force Majeure Event, and (b) The Sleep Consultant will not have any liability to You or any other person in connection with such suspended obligation. For purposes of this Agreement, a “**Force Majeure Event**” means an event beyond The Sleep Consultant’s reasonable control, including an act of God, fire, flood, explosion, public health emergencies, communicable disease outbreak, general Internet outages, civil disorder, strike, lockout or other labour trouble, material shortages of utilities, delay in transportation, destruction or damage to production facilities breakdown or accident, any law, ruling, judgment, demand or requirement of any governmental authority, riot, war, or other cause beyond the reasonable control of The Sleep Consultant.
14. **Termination.** This Agreement and the Services may be terminated as follows:
	1. by The Sleep Consultant immediately, with cause, if: (1) The Sleep Consultant does not receive any payment hereunder when due and such non-payment continues for five days following The Sleep Consultant’s demand for payment in writing; (2) in The Sleep Consultant’s sole and absolute discretion, You have been verbally abusive or confrontational or do not follow the agreed upon sleep plan; (3) You miss two or more scheduled calls with The Sleep Consultant any time during the Agreement Term without giving The Sleep Consultant at least twenty four (24) hours advance prior notice; (4) You request a suspension of the Services for greater than 1.5 weeks; (5) You fail to initiate the sleep plan within one week of The Sleep Consultant’s sleep education session; (6) You fail to inform The Sleep Consultant about any major changes in Your family’s routine (including, but not limited to, prolonged vacations, changes to daycare or nanny arrangements, living accommodations or relocations, career changes, etc.); or (7) You fail to respond to two emails from The Sleep Consultant over the course of one week;
	2. by The Sleep Consultant, by giving You written notice, if The Sleep Consultant is delayed in or prevented from performing an obligation under this Agreement for a period longer than one (1) month in duration due to a Force Majeure Event; or
	3. by either party, for convenience and without cause on one week prior written notice to the other party.
15. **Effect of Termination**.
16. If the Services are terminated or cancelled by You, for any reason, You will not be entitled to any refund. You will pay for all actual costs, including time spent by The Sleep Consultant incurred to complete activities associated with the termination and close-out of the Services.
17. If the Services are terminated by The Sleep Consultant pursuant to Section 7(a), The Sleep Consultant will not be obligated to refund to You any portion of the purchase price paid by You (if any).
18. If The Sleep Consultant terminates the Services for convenience pursuant to Section 7(b) or Section 7(c), The Sleep Consultant will refund a pro-rated portion of the purchase price (if any) to You to account for the unused portion of the Services based upon The Sleep Consultant’s hourly rate posted on the Sleep Consultant’s website.

Nothing in this Section gives you any right to a refund from The Sleep Consultant except as stated herein.

1. **Your Representation and Warranties.** You acknowledge and agree that:
2. You have read the SIDS Information Outline attached hereto as Exhibit “B” and You agree to follow the sage sleeping practices recommend by the SIDS Information Outline.
3. You are at least 18 years old, are at least of the legally required age in the jurisdiction in which You reside, and are otherwise capable of entering into binding contracts.
4. You have the right, authority and capacity to enter into this Agreement and to abide by the terms and conditions of this Agreement, and that You will so abide.
5. You consent to the collection, use, sharing and transfer of Your data as outlined in the Privacy Policy as updated from time to time.
6. You agree to immediately contact Your physician, paediatrician or qualified health care provider if You or Your baby or You family have any medical conditions which prevent them from being sleep trained safely.
7. You agree to disclose any medical condition(s) to The Sleep Consultant that You or Your baby or family has.
8. You acknowledge that Your use of the Services are voluntary and that injuries, accidents, or other complications may result from participation.
9. You acknowledge and agree that it is Your responsibility to follow instructions for any service provided or purchases You make, and to seek help from The Sleep Consultant if You have any questions.
10. You acknowledge and agree that injuries, accidents, or other complications associated with the Services may result from Your use of the Services. You agree to consult with Your physician if You are concerned about any of the risks to You or Your baby or Your family’s health or well-being that may result from the Services.
11. You acknowledge and agree that if You request a “baby-led” versus a “parent-led” sleep solution as a part of the Services, You understand that the baby-led solution requires additional time.
12. You acknowledge and agree that after The Sleep Consultant reviews Your intake form, The Sleep Consultant may notice or identify potential medical issues, nutritional sensitivities or maternal health issues that, in The Sleep Consultant sole opinion, require treatment before The Sleep Consultant will commence the Services. If this is the case, You acknowledge and agree that The Sleep Consultant will not provide the Services and will recommend other experts for You to meet with prior to initiating the Services.
13. **No Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOUR PURCHASE OF THE SERVICES IS AT YOUR SOLE RISK. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SLEEP CONSULTANT MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER REAGRDING THE SERVICES AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY (INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES: (a) REGARDING THE SCOPE OR NATURE OF CONTENT OR SERVICES THAT WILL BE AVAILABLE TO CUSTOMER; OR (b) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, TITLE OR NON-INFRINGEMENT), AND WILL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, INCLUDING WITHOUT LIMITATION FOR ANY DAMAGES WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, IN TORT OR OTHERWISE AND YOU HEREBY WAIVE ANY AND ALL CLAIMS OR DEMANDS THEREFOR. To the extent that the jurisdiction in which you reside or to which The Sleep Consultant delivers the Service does not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, the limitations or exclusions set out in this Section may not apply to you in such a jurisdiction and any implied warranties relating to the Service are limited to thirty (30) days from the commencement of the Services. These implied warranties give you specific legal rights and you may have other rights, which vary from jurisdiction to jurisdiction.**
14. **Exclusion of Damages. To the maximum extent permitted by applicable law, in no circumstances WILL THE SLEEP CONSULTANT be liable to YOU or any third party for lost profits (whether direct or indirect), costs of substitute SERVICES, or for incidental, consequential, punitive, special or exemplary damages, or indirect damages of any type however caused, whether by breach of representation or warranty, breach of contract, in tort, negligence or any other legal or equitable cause of action even if THE SLEEP CONSULTANT has been advised of such damages in advance or if such damages were foreseeable.**
15. **Release of Liability and Indemnity. To the extent permitted by APPLICABLE law, You shall release, indemnify, defend and hold harmless The Sleep Consultant, its employees, legal representatives, agents, successors and assigns (collectively with The Sleep Consultant, the “The Sleep Consultant Indemnified Parties”), from and against any and all Claims by any party against any of The Sleep Consultant Indemnified Parties to the extent any Claim arises or results from: (i) the Services provided; (ii) the acts, omissions, gross negligence or willful misconduct of You; and (iii) without limitation on the generality of (i) and (ii) above, any claim for injury or death to any persons. In the event that all or any portion of this release of liability and indemnity Section is deemed to be inapplicable for any reason, including, without limitation, as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this release of liability and indemnity Section shall be interpreted as requiring You to release indemnify, defend and hold harmless The Sleep Consultant Indemnified Parties to the fullest extent permitted by applicable law.**
16. **Limitation of Liability.** **the total, cumulative liability of THE SLEEP CONSULTANT arising out of or related to THE SERVICES or THIS AGREEMENT, whether based on contract, in tort or any other legal or equitable theory, WILL be limited in the aggregate to the amounts actually paid to THE SLEEP CONSULTANT hereunder during the twelve (12) month period preceding the first event giving rise to liability. The existence of more than one claim WILL not enlarge this limit.**
17. **Response to Court Orders**: Notwithstanding any other provision herein, You hereby consent to The Sleep Consultant providing any information relating to You and the Services, and any other information related thereto, as may be requested at any time by way of subpoena or other court order, and agree to indemnify and hold harmless The Sleep Consultant from all costs, liabilities, losses, or expenses arising in connection therewith.
18. **Feedback and Improvements.** You understand and agree that any Improvements, feedback, input, suggestions, recommendations, troubleshooting information or other similar information that You provide or which is made available to The Sleep Consultant (including in the course of utilizing support or the Services) may be used by The Sleep Consultant to modify, enhance, maintain and improve The Sleep Consultant and shall become The Sleep Consultant’s exclusive property without any obligation or payment to You.
19. **Assignment**. You will not transfer or assign any of its rights or obligations under this Agreement without the express written consent of The Sleep Consultant.
20. **Notices.** Any notice required or otherwise given pursuant to this Agreement will be in writing and emailed, faxed, mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, to the address set forth in The Sleep Consultant’s intake form. Any such notice, if delivered or sent by electronic transmission, will be deemed to have been given or received on the day on which it was transmitted, if sent by postage prepaid or delivered by overnight delivery service, will be deemed to have been given or received on the second business day following the day on which it is sent. The address at which notice may be given to a party may be changed by the giving of notice of such change by that party to the other party as provided for in this Section.
21. **Waiver**. No party is to be deemed to have waived the exercise of any right that it holds under this Agreement unless such waiver is made in writing. No waiver made with respect to any instance involving the exercise of any such right is to be deemed to be a waiver with respect to any other instance involving the exercise of the right or with respect to any other such right.
22. **Severability**. If any part or parts of this Agreement are held unenforceable for any reason, the remainder of this Agreement will continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision will be deemed to be construed as so limited.
23. **Governing Law; Forum**. This Agreement and the Services will be governed and construed in accordance with the laws of the State of Florida and the laws of the United States of America (the “USA”) applicable therein without reference to its principles of conflict of laws. Each of the parties submit to the exclusive jurisdiction of any Miami-Dade court sitting in Miami, Florida, USA, in any action, application, reference or other proceeding arising out of or related to this Agreement and the Services and agrees that all Claims in respect of any such actions, application, reference or other proceeding will be heard and determined in such Miamicourts and further consents to any action, application, reference or other proceeding arising out of or related to this Agreement being tried or heard in Miami, Florida, USA.
24. **Amendments**. You agree that The Sleep Consultant may change the terms of this Agreement from time to time by notifying You via email or other means. You agree to accept, and You hereby accept, any changes to the terms of this Agreement, unless the changes impose commercially unreasonable disadvantages on You. If a change imposes commercially unreasonable disadvantages on You and The Sleep Consultant receives a written objection from You within thirty (30) days of the date when You received notice or You should have noticed the change, The Sleep Consultant may, at The Sleep Consultant’s sole option and discretion, (a) reverse such change with the effect that the immediately prior version of this Agreement will continue to apply to You, or (b) terminate this Agreement and Your use of the Services and refund to You any prepaid services fees for time periods after the effective date of the change to which You objected in accordance with this Agreement.
25. **Entire Agreement**. This Agreement contains the whole agreement between the parties relating to the subject matter herein and supersedes any and all promises, representations, warranties, undertakings or other statements whether written or oral made by or on behalf of the one party to the other of any nature whatsoever or contained in any document given by one party to the other.

**BY AGREEING TO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS AND CONDITIONS, YOU UNDERSTAND THESE TERMS AND CONDITIONS, AND YOU AGREE TO BE BOUND BY THIS AGREEMENT.**

**EXHIBIT “A”**

**PRIVACY POLICY**

My Little Dreamer (“us”, “we”, or “our”) operates the www.mylittledreamer.caoach website (hereinafter referred to as the “Service”).

This page informs you of our policies regarding the collection, use and disclosure of personal data when you use our Service and the choices you have associated with that data.

We use your data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, the terms used in this Privacy Policy have the same meanings as in our Terms and Conditions, accessible from www.mylittledreamer.caoach

## Definitions

* Service
Service is the www.mylittledreamer.caoach website operated by My Little Dreamer
* Personal Data
Personal Data means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).
* Usage Data
Usage Data is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
* Cookies
Cookies are small files stored on your device (computer or mobile device).

## Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

## Types of Data Collected

### Personal Data

While using our Service, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you (“Personal Data”). Personally identifiable information may include, but is not limited to:

* Email address
* First name and last name
* Address, City, State, County, ZIP/Postal code
* Cookies and Usage Data

We may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or the instructions provided in any email we send.

### Usage Data

We may also collect information on how the Service is accessed and used (“Usage Data”). This Usage Data may include information such as your computer’s Internet Protocol address (e.g., IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

### Tracking & Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we use:

* Session Cookies. We use Session Cookies to operate our Service.
* Preference Cookies. We use Preference Cookies to remember your preferences and various settings.
* Security Cookies. We use Security Cookies for security purposes.

## Use of Data

My Little Dreamer uses the collected data for various purposes:

* To provide and maintain our Service
* To notify you about changes to our Service
* To allow you to participate in interactive features of our Service when you choose to do so
* To provide customer support
* To gather analysis or valuable information so that we can improve our Service
* To monitor the usage of our Service
* To detect, prevent and address technical issues
* To provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information

## Transfer of Data

Your information, including Personal Data, may be transferred to — and maintained on — computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside the United States of America (“USA”) and choose to provide information to us, please note that we transfer the data, including Personal Data, to the USA and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

My Little Dreamer will take all the steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy and no transfer of your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of your data and other personal information.

## Disclosure of Data

### Legal Requirements

My Little Dreamer may disclose your Personal Data in the good faith belief that such action is necessary to:

* To comply with a legal obligation
* To protect and defend the rights or property of My Little Dreamer
* To prevent or investigate possible wrongdoing in connection with the Service
* To protect the personal safety of users of the Service or the public
* To protect against legal liability

## Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

## Service Providers

We may employ third party companies and individuals to facilitate our Service (“Service Providers”), provide the Service on our behalf, perform Service-related services or assist us in analyzing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

## Analytics

We may use third-party Service Providers to monitor and analyze the use of our Service.

* Google Analytics
Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalize the ads of its own advertising network.
You can opt-out of having made your activity on the Service available to Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js and dc.js) from sharing information with Google Analytics about visits activity.
For more information on the privacy practices of Google, please visit the Google Privacy & Terms web page: <https://policies.google.com/privacy?hl=en>

## Payments

We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g., payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy. These payment processors adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of payment information.

The payment processors we work with are:

* Wix Payments
Their Terms of Service can be viewed at [Wix Payments Terms of Service | Wix.com](https://www.wix.com/about/terms-of-payments) and Privacy Policy can be viewed at [About Privacy | WIX](https://www.wix.com/about/privacy)

## Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third-party link, you will be directed to that third party’s site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.

## Children's Privacy

Our Service does not address anyone under the age of 18 (“Children”).

We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from children without verification of parental consent, we take steps to remove that information from our servers.

## Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

We will let you know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the “effective date” at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

## Contact Us

If you have any questions about this Privacy Policy, please contact us:

* By email: info.mylittledreamer@gmail.com

**EXHIBIT “B”**

**SIDS INFORMATION OUTLINE**

PLEASE CONFIRM THAT YOU HAVE READ THE FOLLOWING:

[American Academy of Pediatrics Updates Safe Sleep Recommendations: Back is Best (aap.org)](https://www.aap.org/en/news-room/news-releases/aap/2022/american-academy-of-pediatrics-updates-safe-sleep-recommendations-back-is-best/)

[Safe Sleep (aap.org)](https://www.aap.org/en/patient-care/safe-sleep/)

[Safe sleep for your baby: Reduce the risk of sudden infant death syndrome (SIDS) and other sleep-related infant deaths (nih.gov)](https://www.nichd.nih.gov/sites/default/files/2023-01/STS_2022_Brochure_English.pdf)

[Helping Babies Sleep Safely | CDC](https://www.cdc.gov/reproductivehealth/features/baby-safe-sleep/index.html)