

Terms and Conditions of Use

Revised Date: December 22, 2020

This document (this “**Agreement**”) is a legally binding agreement between you and DrLullaby LLC, an Illinois limited liability company, and each of its subsidiaries (together, “**DrLullaby**”), that governs your use of the online and mobile services associated with DrLullaby, including, but not limited to, the DrLullaby website located at www.DrLullaby.com (the “**Website**”) and the DrLullaby mobile application (the “**App**”).

For ease of reference, the “**System**” means all of the features and functionality of the Website and the App, including the Self-Help Service and the Coaching Service (each as defined below), together with all content, whether accessible wirelessly or electronically and whether or not downloadable for printing, software, APIs, products, and services thereon.

One component of the System is the self-help sleep improvement program with associated expert articles, tools, and online community (the “**Self-Help Service**”). Another component of the System is the coaching service, which may include virtual consultation, motivation, and behavior-change suggestions or lessons through the App (the “**Coaching Service**”).

The System, the Self-Help Service, and the Coaching Service are all owned and managed by DrLullaby.

Please note that you must read and agree to the terms and conditions of this Agreement before you use the System. If you do not agree to the terms and conditions of this Agreement, then you may NOT use any part of the System or engage with the Self-Help Service or the Coaching Service.

The terms “we,” “us,” “our,” and “ours” when used in this Agreement mean DrLullaby, including any parent company, subsidiaries, branches or affiliates under common ownership or control of DrLullaby. The terms “you,” “your,” and “yours” when used in this Agreement mean any user of the System or parent or legal guardian who subscribed on behalf of an individual under the age of 18 and the child on behalf of whom they subscribed. If the user is under the age of 18, his/her parent or legal guardian agrees to be bound by this Agreement.

1. Contract Formation

Only individuals ages 18 and older may use or purchase a subscription to use the System. If an individual under the age of 18 uses the System, his/her parent or legal guardian must purchase the subscription on his/her behalf and provide affirmative consent for such use. By using the System, you confirm that: (1) any registration information that you submit to DrLullaby is true, accurate, and complete, and that you shall update such information in order to keep it current; (2) you have read and agree to the terms and conditions contained in this Agreement and our Privacy Policy; and (3) you will be legally bound by such terms subject to all applicable laws and

regulations. You shall not use or access the System if you are barred from doing so under applicable law or have previously been removed from the System.

2. Understanding DrLullaby’s Self-Help Service

You acknowledge and agree that the Self-Help Service is a personalized self-help system designed to help you improve sleep and that if you choose to access the Self-Help Service you are solely responsible for deciding which of the suggested techniques you put into practice and how to apply those techniques.

You also acknowledge and agree that the Self-Help Service is not intended to diagnose, treat or otherwise address any medical problem. The material on the System is provided for your information and not provided as medical advice. The material should not be seen as a replacement for consultation with a doctor or other qualified healthcare professional. If you receive advice from a doctor or other qualified medical professional which conflicts with anything contained in the System, then the former should take precedence.

DrLullaby is not a healthcare provider. DrLullaby has not been reviewed as a medical device by the Food and Drug Administration. DrLullaby is not affiliated with, endorsed by, or approved by the University of Chicago and/or its departments or related divisions.

3. Understanding DrLullaby’s Coaching Service

The Coaching Service is a part of the System. The terms in this section, however, apply only to the Coaching Service and do not apply to any other aspect of the System.

(a) Sleep Coaches

If you sign up for the Coaching Service, you will be paired with one or more coaches (each, a “**Sleep Coach**”), who will provide you with motivational support in furtherance of DrLullaby’s purpose of equipping you with strategies to tailor and address barriers to optimizing your family’s sleeping patterns. Each Sleep Coach is an expert in evidence-based behavioral treatment for pediatrics. However, Sleep Coaches do not provide healthcare services through the System, and the System is not a medical or healthcare service. The Sleep Coaches will not provide any diagnosis or treatment.

(b) Scope of Services

Coaching provided by Sleep Coaches will occur over video calls on a third-party platform and may include general consultation about your sleeping routines, motivational support, and/or behavior-change suggestions. However, your engagement with Sleep Coaches will not give rise to a provider-patient relationship or an ongoing treatment relationship. In addition, the services you receive from the Sleep Coaches should not be used as a replacement for a primary care provider relationship. You are expected to seek follow-up or emergency care when recommended by a Sleep Coach or when otherwise needed, and you should continue to consult

with your primary care provider and/or any other healthcare providers as needed or recommended.

DrLullaby recommends that users commit to at least four weekly or bi-weekly coaching sessions, each of at least thirty minutes in length, with a Sleep Coach in order to maximize the value of the Coaching Service. Sleep Coaches may make suggestions and arrangements for follow-up coaching as appropriate. However, DrLullaby does not guarantee a certain number of sessions. Further, while DrLullaby will try to accommodate your preferences, DrLullaby does not guarantee that your sessions will all be with a particular Sleep Coach. Sleep Coaches may alternate from session to session based on their availabilities. Further, we may remove any Sleep Coach in our sole discretion with or without notice to you, and you may work with many Sleep Coaches over the course of your use of the Coaching Service.

(c) Informed Consent to Coaching

The Coaching Service relies on telecommunications technology, such as an interactive audio-video interface, that allows a DrLullaby user in one location to see, speak with, share information with, and consult with a Sleep Coach in another location. The information so exchanged may be used for consultation, education, motivation, and/or self-management of your sleeping routines, and may include any of the following:

- Records about time spent sleeping;
- Self-reporting about sleeping efficiency and habits;
- Disclosure of various personal and health circumstances that may affect sleep;
- Behavior-change suggestions; and/or
- Live two-way audio and video communications.

Virtual coaching provides access to our services in circumstances in which it may be difficult to provide such services otherwise. The benefits of virtual Coaching Services may include improved and easier access to lifestyle support by enabling users to remain in their locations, often at a lower cost compared to other alternatives.

However, there are potential risks associated with the use of virtual Coaching Services. Among the most important are the following:

- Information available to the Sleep Coach may not be sufficient to make fully accurate behavior-based suggestions. There could be limitations, for example, in the information transmitted to the Sleep Coach or the physical observations that the Sleep Coach can make (in particular, information that can be obtained only by being physically present with you will not be available).
- In some cases, the Sleep Coach may conclude that the information transmitted is not sufficient to, or on some other basis the nature of your problem is such that it does not, allow for the Coaching Service to be provided appropriately by the Sleep Coach without an in-person interaction.
- The Coaching Service relies on electronic communications and devices. Any technical deficit or power outage could therefore delay, disrupt, or otherwise decrease the efficacy of such communications and hinder, delay, or erase our ability to assist you. Sleep

Coaches are aware of these limitations and take them into account in making decisions within the scope of their coaching. When necessary, these Sleep Coaches will refer clients to in-person services.

- No electronic communication is entirely safe from intruders or hackers. Security protocols could fail, causing a breach of privacy of personal information. See our Privacy Policy for more details.
- In some cases, applicable laws may prevent Sleep Coaches from providing the Coaching Service. When that is the case, the Sleep Coach will refer you to an appropriate provider who can provide the services you desire.
- Since virtual coaching remains a relatively new approach, risks not yet identified, possibly significant, could also exist.

You are under no obligation to obtain coaching via virtual means. You may do so through conventional, in-person services instead of or in addition to the Coaching Service from a provider other than DrLullaby. Please feel free to provide feedback to DrLullaby should you become concerned that the Coaching Service may be insufficient for your needs. By engaging with the Coaching Service and consulting with a Sleep Coach, you agree that you understand the risks contemplated by virtual coaching and consent to all provided coaching and services.

(d) Privacy and Security

Although we are not required to comply with certain federal and state healthcare privacy and security laws, including the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”), its implementing regulations, and any state equivalents, we endeavor to comply with such laws and to otherwise protect your privacy. HIPAA would require us to implement and maintain safeguards to protect the security of your protected health information (“**PHI**”). Details regarding our privacy practices, including permitted uses and/or disclosures of your PHI, to the extent that we collect any PHI, can be found in our Privacy Policy.

Electronic systems used to provide the Coaching Service will incorporate network and software security protocols to protect the confidentiality and integrity of your PHI, including any imaging data, and will include measures to safeguard the data to protect its availability, confidentiality, and integrity against unauthorized disclosure or corruption (whether intentional or unintentional). For more information, see DrLullaby’s Privacy Policy.

Any records created as a result of you use of the Coaching Service will be securely maintained by DrLullaby and/or its third-party providers on behalf of the Sleep Coach with whom you consult, for a period that is no less than the minimum number of years that such records are required to be maintained under state and federal law, typically at least six years.

You can report a complaint relating to the Coaching Service provided by a Sleep Coach by contacting DrLullaby directly.

(e) Correspondence with Sleep Coaches

You can send messages to a Sleep Coach by emailing them at an email address they provide to you, through a messaging platform provided by DrLullaby (e.g., doxy.me), or by calling

DrLullaby's main phone line and recording a voicemail. However, emails or other messages may not be returned immediately. Email messages received by DrLullaby may be viewed by more than one Sleep Coach or other agent of DrLullaby's. Voicemails and email messages will typically be answered within 48 hours of receipt. Such voicemails and email messages do not give rise to a provider-patient relationship or an ongoing treatment relationship and do not constitute medical treatment, diagnosis, therapy, advice, or services. If you are or could be experiencing a medical emergency, please call 911 or seek emergency care immediately.

4. Grant of Right of Use

Unless otherwise specified, we grant you a limited, nonexclusive, non-transferable, revocable right to make personal, non-commercial use only of that content and those features of the System in respect of which you have paid all applicable fees and charges, if required, and only for so long as you comply fully with the provisions of this Agreement.

5. Prices and Payment

You acknowledge that DrLullaby reserves the right to charge for some or all of the products and services it offers and to change its fees from time to time at its discretion. Any price change will be published on the App. If you wish to purchase any products or services through the System, we may ask you to supply certain information applicable to your purchase. Any such information will be treated as described in our Privacy Policy.

You agree to pay all charges incurred at the prices in effect when such charges are incurred. All prices stated on the App are inclusive of applicable taxes and fees. Verification of information applicable to a purchase may be required prior to our acceptance of any order. Billing will be processed immediately upon purchasing a product and/or service. If we modify, suspend, remove, discontinue, or terminate your access to the System, you will forfeit any pending, current, or future account credits and any other forms of unredeemed value in your account without notice, and you will not be entitled to a refund.

Certain subscriptions, where the term of subscription is either a week or a month, are automatically renewed on a weekly or monthly basis, respectively ("**Repeating Subscription**"). Payment for a Repeating Subscription will be taken automatically by DrLullaby from you in advance of the coming subscription's term. We will ask for your consent before any such Repeating Subscription is initiated, and you may cancel your Repeating Subscription via the App from your account page at any time.

DrLullaby is a service provider. We are not a bank, credit union, payment processor, or other financial institution. To the extent permitted by applicable law and subject to our Privacy Policy, you acknowledge and agree that we may use certain third-party vendors and service providers to process payments, manage debit and credit card information, and detect and prevent fraud. DrLullaby products, services, and subscriptions will be purchased via a third-party payment vendor, which is Stripe. Transactions consummated via the System are processed securely but may be subject to the terms and conditions and privacy policies of the applicable payment

vendor. DrLullaby takes no responsibility and assumes no liability for any actions or omissions of such third party. We do not store credit card details.

All information that you provide to us or our third-party payment processor must be accurate, current, and complete. You represent and warrant that you are the owner, holder, and authorized user of the credit or debit card account specified by you and you agree that we are authorized to take payments from your account as and when they become due. You understand that only you may use your user account, and that your subscription to all or any part of the System, if any, is only valid for your own personal, non-commercial use and may not be shared with others. Payments made via the Apple App Store will be handled directly by Apple. Payments made via the Google Play Store will be handled directly by Google. Should you become aware of a potential breach of security for your billing account, such as unauthorized disclosure or use of your username and/or password, please change your password to your account immediately through your account settings. Unless you immediately notify DrLullaby of any such concern, you agree that DrLullaby may continue billing your account for any Repeating Subscription unless you otherwise terminate the authorization for the billing method.

You understand and agree that for any services provided on an appointment basis, you may be responsible for a missed appointment fee if you do not cancel a scheduled appointment at least 24 hours in advance of the scheduled appointment time.

6. Refunds

After you have purchased a subscription to any service from the App, your payment will be processed, and you will not be able to receive a refund. Any violation of the terms of this Agreement may result in the cancellation of your subscription without refund. We have no obligation to refund any unused or inadvertently renewed subscriptions, and it is always within our sole discretion whether to grant any refunds.

7. Changes to the Agreement

DrLullaby reserves the right to change this Agreement at any time and from time to time. Any material amendments intending to bind an existing user of the System shall become effective after notification has been displayed on such user's account settings page or otherwise delivered to a user through any permissible means of communication specified herein.

8. Your Health and DrLullaby

You are urged and advised to seek the advice of a doctor before beginning any sleep improvement program. The System is not intended to diagnose, treat, care, or prevent any disease. In particular, if your child exhibits medically-based sleep problems (e.g., loud snoring, gasping or choking, tingling/numbness in legs, excessive daytime sleepiness despite adequate sleep duration, etc.) you should seek medical attention before starting DrLullaby. If you are concerned about your child's sleep problem, or if your child frequently struggles to stay awake during the day, falls asleep during the daytime without intending to, or if you have any other concerns or questions about your child's health or medicines, you should always consult an

appropriate healthcare professional. Be particularly cautious in making any changes to your child's sleep pattern if he/she has any serious mental health condition. Likewise, be cautious about embarking on vigorous exercise if your child has any serious medical or neurological condition. Always seek professional medical advice when contemplating any changes in your prescribed medicines. If you or your child experiences a medical emergency, consult a medical professional immediately. DrLullaby is not responsible for any health problems that may result from, persist, or worsen in connection with your or your child's use of the System.

Dr. Lisa Medalie is responsible for information provided on the System and contained within the Self-Help Service. Care has been taken to confirm that the information presented by Dr. Lisa Medalie and other authors is accurate and describes generally accepted practices. If we find, or are alerted to, a mistake, we will correct it as quickly as possible. However, to the fullest extent permitted by applicable laws, the authors, editors and publishers are not responsible for errors or omissions, or for any consequences arising from application of the information on the System, and make no warranty, express or implied, with respect to the contents, completeness or accuracy of the material published.

9. Privacy

We process information about you in accordance with our Privacy Policy. By using the System, you consent to such processing and you warrant that all data provided by you is accurate. You also acknowledge that you have read and consent to the terms of the Privacy Policy.

In order to access the Self-Help Service or the Coaching Service, you may be required to register personal information and establish unique usernames and passwords. You are responsible for maintaining the confidentiality of any passwords, and are fully responsible and liable for all activities that occur under your password and username, whether by you or by anyone else using your identity. Should your password be compromised by breaches of security such as, but not limited to, loss, theft and unauthorized disclosure, it is your responsibility to immediately notify us of the need to change or deactivate the password. Until we are so notified you will remain liable for any unauthorized use of your account.

You understand that the System may require release of your PHI to an online personal record serviced by a third party (in accordance with our Privacy Policy) and to Sleep Coaches and DrLullaby agents. You consent to such releases when necessary to provide you with the services offered by the System.

10. User Content

The System may contain functionality that allows you to upload content in a public area (including, but not limited to, the online community) (“**User Content**”). By submitting User Content, you agree that such submission is non-confidential for all purposes. Additionally, you automatically grant us, or warrant that the owner of such User Content or intellectual property has expressly granted us, a royalty-free, perpetual, world-wide, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, and display the User Content in any media or medium, in any form, format, or forum now known or hereafter

developed. We are not responsible for any User Content you submit to a public area, the consequences of posting such User Content, or your reliance on any other User Content found in the public area.

If you choose to post User Content anywhere on the System, we require that you adhere to generally accepted rules of etiquette and standards of behavior, and that your use of the System reflects your respect for the legal rights of other users. DrLullaby has the right but not the obligation in its sole discretion to pre-screen, refuse, move, or remove any User Content from the System for any or no reason and with or without notice, and to take any action with respect to User Content that it deems necessary or appropriate in its sole discretion, including, without limitation, if such User Content is believed to violate this Agreement or could create liability for DrLullaby or any other user.

Any User Content is not endorsed by DrLullaby, and we make no guarantee, representation, or warranty regarding the confidentiality, reliability, accuracy, or quality of any User Content that is posted on the System. You acknowledge that you will evaluate and bear any risks related to your use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. All User Content is the sole responsibility of the person who originally posted the User Content, and the sole recourse for any damage you may suffer as a result of User Content is to such individual. You agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that by accessing the System you may be exposed to User Content that is inaccurate, objectionable, offensive, indecent, inappropriate for children, or otherwise unsuited to your purpose, and you agree to waive, do hereby waive, any legal or equitable rights or remedies you have or may have against DrLullaby with respect to any User Content.

11. Communications

You agree that we may send to you any privacy or other notices, disclosures, or communications regarding your use of the System (collectively, “**Communications**”) through electronic means, including but not limited to: (1) email, using the email address that you provide to us during registration; (2) short messaging service (“**SMS**”) text messages, using the mobile number that you provide to us during registration; (3) push notifications, using the mobile number that you provide to us during registration; or (4) by posting the Communications on the Website or in the App.

The delivery of any Communications from us is effective when sent by us, regardless of whether you read the Communication when you receive it or whether you actually receive the delivered Communication. You can opt out of receiving future Communications through email, phone, or SMS text message by replying “STOP,” by calling DrLullaby directly, by changing your account settings on the System, or by cancelling or discontinuing your use of the System. Should you choose to opt out of receiving Communications, but continue to use our App, Website, Self-Help Service, or Coaching Service, then you are responsible for reading the content on the System regarding any policy changes.

DrLullaby will not include your PHI in any Communications, though DrLullaby may include your PHI when contacting you directly via a secure message service. DrLullaby cannot secure

any PHI sent to us by email because such information can be accessed by other internet users. If you choose to send your PHI by email, you acknowledge and agree that email is an insecure means of communication. Information relating to the services you receive, including visit notes and records, are stored on secure, encrypted servers maintained by DrLullaby and our third-party partners.

12. Intellectual Property Rights

The layout, design, content, and graphics on the System, as well as the System itself (collectively, the “**System Content**”), are protected by U.S. laws and are DrLullaby’s sole and exclusive property. DrLullaby grants you a non-exclusive, limited, non-transferable, royalty-free, freely revocable license to view the Website and the App and to display, download, integrate via authorized social media application, email, or print individual pages of the Website and the App in a manner that is otherwise in accordance with this Agreement and solely for your own personal, non-commercial use, provided you do not remove any trademark, copyright, or other notice contained on such pages, and you acknowledge that you do not obtain any ownership rights thereto in doing so. In addition, users are permitted to show, record, or display a reasonable quantity of System Content for personal, medical reasons, or for reasons required by law.

No part of the System Content may be reproduced, caused to be reproduced, or stored in any medium, including, but not limited to, a retrieval system, or transmitted, in any form or by any means (including electronic, mechanical, photocopying, recording, or broadcasting), nor shown in public by any person or entity other than DrLullaby without DrLullaby’s prior written consent. You may not create any derivative work or make any other adaptation of the System Content. You may not use any illustrations, photographs, videos, or audio sequences or any graphics that are part of the System Content for any purpose outside your interface with the System. You may not modify, copy, distribute, re-publish, transmit, perform, publish, reuse, resell, license, transfer, or sell any System Content except as expressly noted above. You may not use our name, logos, trademark, or brands, or those of other users, without our express prior written consent.

If you show, record, display, capture, or print any System Content in breach of this Agreement, your right to use the System will cease immediately and you must at our option return or destroy any copies of the materials you have made. All rights not expressly granted in this Agreement are reserved. For all other uses of System Content, you must contact us and obtain our prior written permission.

You may choose to, or we may invite you to, submit comments or ideas about the System, including, without limitation, suggestions about how to improve our services or products (“**Ideas**”). By submitting any Idea, you agree that your disclosure is gratuitous and without restriction and will not place DrLullaby under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, DrLullaby does not waive any rights to use similar or related ideas previously known to DrLullaby, or developed by its employees, or obtained from sources other than you.

“Apple” and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. “App Store” is a service mark of Apple Inc. “Android,” “Google Play,” and the Google Play logo are trademarks or registered trademarks of Google Inc., registered in the U.S. and other countries.

13. Prohibited Uses

You agree that you will not use the System to:

- Upload, post, email or otherwise transmit any content or materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable at our sole and absolute discretion;
- Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- Impersonate any person or entity, including, but not limited to, any user of this System, a director, officer, employee, shareholder, agent or representative of DrLullaby or our affiliates;
- Falsely state or otherwise misrepresent your affiliation with DrLullaby, our affiliates or any other person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any postings or other materials transmitted to or through the System;
- Upload, post, email or otherwise transmit any materials that are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email or otherwise transmit any content or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of commercial solicitation except in the areas, if any that are specifically designated for such purpose;
- Upload, post, email or otherwise transmit any content or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Disrupt the normal flow of dialog, cause a screen to “scroll” faster than other users of the System are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user’s experience of the System;
- Interfere with or disrupt the System or servers or networks connected to the System, or disobey any requirements, procedures, policies or regulations of networks connected to the System;
- Intentionally or unintentionally violate any applicable laws and/or regulations;

- “Stalk” or otherwise harass another user of the System and/or any employee of DrLullaby;
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website from the Website (including user names or passwords) or about any other third party;
- Access or attempt to access another user’s account without his or her consent; or
- Knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to:

- Reproduce, duplicate, copy or re-sell any part of the System in contravention of the provisions of this Agreement;
- Resell access to all or any part of the System;
- Frame the System or any part of it;
- Copy any material obtained from the System to peer to peer networks or other web sites or web services; or
- Access without authority, interfere with, damage or disrupt any part of the System, any equipment or network on which the System is stored, any software used in the provision of the System, or any equipment or network or software owned or used by any third party.

14. Breach of the Agreement

We will determine, exercising fair discretion, whether there has been a breach of this Agreement through your use of the System. When a breach of this Agreement has occurred, we may take such action as we deem appropriate, which may include all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the System;
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the System;
- Issuing you a warning notice to immediately cease or remedy such breach;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Any further legal action against you; and
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Agreement. The possible actions we may take on breach of this Agreement are not limited to those described here, and we may take any other action we reasonably deem appropriate.

15. Warranty

The use of the System (including, but not limited to, System Content) is at your own risk. The System is provided on an “as is” and “as available” basis. To the extent permitted by applicable law, DrLullaby gives no, and hereby disclaims any, warranty, express or implied, as to the quality, content and availability, or fitness for a specific purpose of the System, or to the accuracy of the information contained in any of the materials on the System. We make no guarantee that the System will help you achieve your goals, meet your requirements, or be available on an uninterrupted, secure, or error-free basis. Changes are periodically made to the System and may be made from time to time and at any time without notice to you. DrLullaby and its subsidiaries, affiliates, officers, directors, employees, agents, partners, and licensors expressly disclaim all warranties of any kind, whether express or implied, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

DrLullaby is not liable to any person for any loss or damage of any kind, which may arise, directly or indirectly from the use of or inability to use any of the information contained in any of the materials on the System. There is no guarantee of availability of information on the System at any time, nor that it is up to date or error-free. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from DrLullaby shall create any warranty on behalf of DrLullaby.

General advice posted to the Website or the App or relayed through the System’s services is provided for informational purposes and is not intended to replace or substitute for any medical service or advice. General advice also does not form the basis for a provider-patient relationship. We disclaim any and all liability regarding any treatment, action by, or effect on any person following any general information offered or provided via the System. Specific concerns that require medical advice should be directed to an appropriately trained healthcare provide.

Certain jurisdictions do not allow the exclusion or disclaimer of certain warranties. Accordingly, some of the above disclaimers may not apply to you. Your statutory rights as a consumer, if any, are not affected hereby.

The Coaching Service is intended for use within the United States. Those choosing to access the System outside of the United States are responsible for compliance with all local laws, including those which may apply to content on the Website or App which may be prohibited locally. DrLullaby makes no representation that all products, services, and/or material described on its Website or App, or through any of its services, are appropriate, legal, or available for use in locations outside the United States, including due to the applicability of data privacy laws that may differ from those in the United States.

16. Limitation of Liability

To the fullest extent permitted by applicable laws, DrLullaby, its affiliates, officers, directors, employees, licensors or any third parties shall not be liable for any direct, indirect, incidental,

special or consequential damages (including, but not limited to, any loss of data, service interruption, computer failure or pecuniary loss, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable) arising out of the use of or inability to use the System or any portion thereof, even if you have advised DrLullaby about the possibility of such loss, and including any damages resulting therefrom. Commentary and other materials posted on the System by other users are not intended to amount to advice on which reliance should be placed. We therefore, to the fullest extent permitted by applicable laws, disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the System, or by anyone who may be informed of any of its contents. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then the aggregate liability of DrLullaby (including any of its affiliates, service providers and licensors) under such circumstance for liabilities that otherwise would have been limited, shall not exceed the amount you have paid to DrLullaby, or, if you have made no payments to DrLullaby, \$100.

Nothing in this provision affects our or our contractors' liability for death or personal injury arising from our (or their) negligence nor our (or their) liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter nor any other liability which cannot be excluded or limited under an applicable law.

Some jurisdictions do not allow the exclusion or limitation of liability of some or all of this Section 16, so these limitations may not apply to you.

17. Technology Limitations and Modifications

DrLullaby will make reasonable efforts to keep the System operational. However, certain technical difficulties, maintenance, or any other cause beyond our reasonable control, including, but not limited to, failure of the internet, natural disaster, labor shortage or dispute, pandemic, public health emergency, or governmental act, may, from time to time, result in interruptions. DrLullaby reserves the right at any time to modify or discontinue, temporarily or permanently, functions and features of the System with or without notice. You agree not to hold us liable for any such failure or delay in performance and we agree to make all reasonable efforts to restore the System (or any part thereof) as soon as practicable. Following any disruption within DrLullaby's reasonable control, we shall extend your access to any purchased services for at least the duration for which those services were inaccessible upon written request to the below address to the extent that we do so generally for all similarly situated users. Note that full use of the System is dependent upon your use of a computer or mobile device, as applicable, with adequate software and internet access. You are responsible for all internet access changes.

18. Third Parties

We may make software owned or operated by third-party companies available to you. Third-party applications, products, or services may resultantly gain access to your data and/or PHI. These third-party applications, products, and services are not affiliated with DrLullaby and

thus may have different policies regarding the handling of PHI and personally identifying information. You must only use this software in accordance with the terms and conditions imposed by the respective third-party provider.

Description of or reference to any organization, product, practitioner, publication or link to an external website does not imply endorsement by DrLullaby. Equally the omission of any such names does not necessarily indicate a lack of endorsement by DrLullaby.

Your correspondence or participation in promotions, or business dealings with advertisers found on or through the System, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers. You agree that we are not responsible or liable for any direct or indirect loss or damage of any sort, incurred, or alleged to have been incurred, as the result of any such dealings, or as the result of the presence of such advertisers on the System.

Certain hypertext links in this site may lead to other third-party websites, which are not under the control of DrLullaby. When you activate any of these, you will leave the System and DrLullaby has no control over, and will accept no responsibility or liability for, the material on any website which is not under the control of DrLullaby. DrLullaby will not notify you that you have left the System. DrLullaby does not make any representations or give any guarantee or warranties of any kind, expressed, implied or otherwise about the content of on any external website link.

19. Indemnity

You agree to indemnify and hold DrLullaby and its officers, directors, employees, and licensors harmless from any claim or demand (including, but not limited to, reasonable legal fees) made by a third party due to or arising out of or related to your violation of this Agreement or your violation of any applicable laws, regulations, or third-party rights as such violation relates to your use of the System.

You agree to indemnify and hold harmless DrLullaby and its subsidiaries, affiliates, officers, directors, agents, employees, partners, and licensors from and against any and all claims, damages, obligations, losses, liabilities, costs, debt, or expenses, including, without limitation, reasonable attorneys' fees, incurred by them due to or arising out of User Content you submit, post, transmit, or otherwise make available through the System, your use of the System or other DrLullaby services, your connection to the Website or the App, your violation of this Agreement, or your violation of any rights of another.

20. Assignment by DrLullaby

DrLullaby may assign (or otherwise transfer) this Agreement or any part of it without restrictions. You may not assign (or otherwise transfer) this Agreement or any part of it to any third party.

21. Entire Agreement

This Agreement (incorporating the Privacy Policy as may be updated from time to time) constitutes all the terms and conditions agreed upon between you and DrLullaby and supersedes any prior agreements in relation to the subject matter of this Agreement, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of this Agreement in any written or oral communication from you to DrLullaby are void. You agree and accept that you have not accepted the terms and conditions of this Agreement in reliance of or to any oral or written representations made by DrLullaby not contained in this Agreement.

22. Severability and Waiver

If any provision of the Agreement is held by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in full force and effect.

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

23. Term and Termination

This Agreement is between you and us only and will become effective when you start using the System and will remain effective until terminated by you or DrLullaby.

You may deactivate your account and any subscription at any time, for any reason, by sending an email to support@doctorlullaby.com.

DrLullaby reserves the right to terminate this Agreement or suspend your DrLullaby account or use of or access to all or any part of the System at any time, with or without notice, in our sole discretion, and with respect to any or all users and all or any part of the System. If DrLullaby terminates this Agreement, or suspends your DrLullaby account, for any of the reasons set out in this section, DrLullaby has no liability or responsibility to you whatsoever, and DrLullaby will not be obligated to refund any amounts that you have already paid.

Subject to applicable law, we reserve the right to maintain, delete, or destroy all communications and materials posted or uploaded to the System or any portion thereof pursuant to its internal record retention and/or content destruction policies. After such termination, DrLullaby will have no further obligation to provide you services, except to the extent we are obligated to provide you access to your records.

24. Governing Law and Disputes

The System is controlled by DrLullaby from its offices in the United States. Access to, or use of, the System may be prohibited by law in certain jurisdictions. You are responsible for compliance with all applicable laws of the jurisdiction from which you are accessing the System. We make no representation that the information contained herein is appropriate or available for use in other locations.

This Agreement and any contract between us, whether for use of the System or other purpose, and any non-contractual obligations (if any) arising out of or in connection with these terms and conditions or any such contract will be governed by the laws of the state of Illinois. The parties agree that the courts of Illinois have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement). Notwithstanding the foregoing, we reserve the right to bring legal proceedings in any jurisdiction where we believe a breach of this Agreement has originated.

25. Survivorship

The following provisions survive termination of this Agreement: Clause 12 (Intellectual Property), Clause 16 (Limitation), Clause 19 (Indemnity), Clause 21 (Entire Agreement), Clause 22 (Severability and Waiver), and Clause 24 (Governing Law and Disputes).

26. Agreement to Service

You understand that by checking the “AGREE” box for this Agreement and/or any other forms presented to you on our Website or App, you are agreeing to this Agreement, as well as any other agreements referenced herein, and that such action constitutes a legal signature.

I ACKNOWLEDGE THAT ALL MY QUESTIONS HAVE BEEN ANSWERED TO MY SATISFACTION.

I ACKNOWLEDGE THAT I HAVE READ THESE TERMS AND CONDITIONS OF USE AND THAT I AGREE TO ALL OF THE PROVISIONS CONTAINED HEREIN.

27. DMCA Notice

Since we respect artist and content owner rights, it is our policy to respond to alleged infringement notices that comply with the Digital Millennium Copyright Act of 1998 (the “DMCA”). If you believe that your work has been copied and posted on the System in a way that constitutes copyright infringement, please notify our copyright agent as set forth in the DMCA, a federal law that provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. We will respond to notices of alleged infringement that comply with the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the System;
- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to our agent for notice of claims of copyright or other intellectual property infringement, who can be reached by email at support@doctorlullaby.com.

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS’ FEES.

Please note that this procedure is exclusively for notifying us and our affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, DrLullaby has adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. DrLullaby may also at its sole discretion limit access to the System and/or terminate the accounts or access of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

28. California Residents

The provider of services is DrLullaby LLC. If you are a California resident, in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

29. Contact

You can contact us via the following details:

Customer Service

1440 W Taylor Street #556

Chicago IL 60607

support@doctorlullaby.com

Please note that we are unable to answer any requests for medical advice. Such inquiries should be addressed to an appropriate, qualified health practitioner.