# DouLand Postpartum & Infant Care Product and Service Terms and Conditions of Use ("TOU")

Please read these Terms and Conditions of Use ("TOU") carefully. By purchasing any DouLand product ("Product") or using any DouLand digital or downloadable resources, online course, or phone consultation (collectively, "the Program"), whether on DouLand's website or a third-party platform, you agree to these TOU.

If you do not agree with these TOU, you may not purchase any Product or participate in the Program.

#### **Definitions**

In these TOU, "Releasees" includes: (i) DouLand, LLC, its subsidiaries, affiliates, owners, members, managers, directors, officers, current and former employees, agents, coaches, representatives, successors, and assigns (collectively, "the Company"); (ii) any volunteers affiliated with the Company; and (iii) the founder(s) of DouLand Postpartum & Infant Care.

#### **Purchases**

The Company reserves the right to limit the availability or quantity of any Packages offered. Certain Program components may have limited registration. All Package descriptions, pricing, and availability are subject to change at any time at the Company's sole discretion. The Company may refuse or cancel any order, in whole or part, for any reason. Limits may apply per person, household, or order, including orders made under the same account, credit card, billing, or shipping address. If an order is changed or canceled, the Company may attempt to notify you via email, phone, or the billing address provided.

The Package is intended for individuals 18 years and older. Some content may not be suitable for minors. The Company is not responsible for any use by individuals under 18.

#### **Payment**

All prices are listed in U.S. Dollars. By providing payment information, you authorize the Company to charge your debit or credit card automatically for all fees and charges, and you will receive an electronic receipt. You warrant that you are authorized to use the card and that your billing information is accurate.

The Company may share payment information with third-party payment processors, who are responsible for processing transactions. Late or missed payments may result in termination of access to Program content. Late payments may accrue interest at 1.5% per month or the

maximum permitted by law. You agree to reimburse the Company for all collection or legal costs resulting from payment defaults.

## **Refunds and Chargebacks**

**Packages:** If you purchased a one (1) or two (2) week package, you have three (3) days to return from your purchase date. For packages over one (1) month, you have one (1) week from the purchase date to request a refund. Please contact contact@douland.com with proof of purchase

**Phone Consults:** Refunds for phone consults are available only if cancelled at least 24 hours in advance. No refunds for completed consults, "No Shows," or late cancellations.

All other purchases are final. Gift cards and purchases made in violation of these TOU are non-refundable. Refund requests via social media or other informal methods will not be accepted.

Fraudulent chargebacks are prohibited. If a chargeback is found fraudulent, the Company may refuse future transactions, report the incident to credit bureaus, and recover all costs and attorney fees.

#### **Phone Consults**

Consults may be recorded for training. The Company will make three attempts to contact you. If you do not answer ("No Show"), the consult will be canceled without refund. A coupon for 50% off a future consult may be provided within 30 days.

# **Email Support**

Email support is available for general guidance and clarification, not for detailed ongoing support or personalized plans. For more intensive support, you may purchase a phone consult.

# **Intellectual Property**

**Ownership:** All Program content, including text, videos, graphics, designs, and materials, is owned by the Company or its licensors and is protected by copyright and trademark laws.

**License to Use:** You are granted a limited, non-transferable license for personal, non-commercial use. You may not reproduce, distribute, or use the content commercially without written permission. Al-generated sharing (e.g., ChatGPT) is strictly prohibited.

**User Contributions:** By submitting content, you grant the Company an unlimited, royalty-free, worldwide license to use your contributions for any purpose.

**Permission Requests:** Contact contact@douland.com for written permission to use Company content. Unauthorized use may result in liquidated damages of up to five times the total fees paid or \$5,000 minimum, plus legal remedies.

### **Confidentiality & Conduct**

Do not post sensitive or confidential information. You are responsible for content you share and must behave respectfully. The Company may remove any posts or content at its discretion.

Prohibited conduct includes, but is not limited to:

- Damaging Company websites or forums
- Illegal or harmful activities
- Distributing malware or spam
- Sharing Program content outside of your personal use
- Discriminatory, harassing, or abusive behavior

Violation may result in immediate termination of Program access without refund.

#### Accounts

Keep your username and password confidential. Provide accurate registration information. The Company may suspend or terminate accounts suspected of false information, sharing passwords, or distributing non-public content without refund.

#### **Termination**

The Company may terminate access to the Program or content, in whole or part, at any time. Restrictions on your use of content survive termination.

#### **Assumption of Risk & Release**

By purchasing or using Products or Programs, you assume all risks of injury or property damage and release the Company from liability.

Products and Programs provide educational content only and are not a substitute for professional advice. The Company does not guarantee specific results.

Links to third-party sites are for convenience only; the Company is not responsible for third-party content or services.

## Security

While the Company works to protect your personal information, internet transmissions cannot be guaranteed secure. You assume the risk of transmitting information online.

#### Indemnification

You agree to indemnify and hold the Company harmless for claims, losses, or expenses arising from:

- Your violation of TOU
- Your use of Program content
- Your submissions to Company websites or forums
- Your violation of law or third-party agreements

# **Force Majeure**

The Company is not liable for failure to provide Products or Programs due to events beyond its control, including natural disasters, pandemics, government actions, or other unforeseen circumstances.

# **General Provisions**

The Company may modify these TOU at any time. Changes will be posted on the website and communicated to participants. If any provision is invalid, the remainder will remain effective. These TOU represent the entire agreement between the parties.