



TERMS OF USE

Last Revised: August 17, 2021

Welcome! We're so happy you're here and cannot wait to help you get Restful and Restorative Sleep! Before you use our services, please read these Terms of Use carefully.

By using the R&R Sleep, LLC. website, <https://www.randrsleep.com> (the "Website"), you are agreeing to comply with and be bound by the following terms of use. Please review the following terms carefully. If you do not agree to these terms, you should not use the Website. The term "R&R", or "us" or "we" or "our" refers to R&R Sleep, LLC., a New York Limited Liability Corporation and the owner of the Website. The term "you" refers to the user or viewer of the Website.

The Website offers clients pediatric sleep education and support. You understand that the advice and recommendations provided by R&R are given in the capacity of a Certified Pediatric Sleep Consultant and are neither intended, nor implied, to be a substitute for medical advice or treatment. You also understand that R&R is not providing any health care services, including but not limited to medical or psychological. Always seek the advice of your doctor or other qualified health provider regarding any matters that may require medical attention or diagnosis, and/or to answer questions regarding the health and welfare of your child. R&R will use reasonable efforts to include up-to-date and accurate information in our services, but makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided. R&R shall not be liable for any damages or injury resulting from the access to, or inability to access, the information discussed during consultations, or from the reliance on any information provided by R&R. R&R may provide references to other materials and resources, but shall bear no responsibility for the content of such other references and shall not be liable for any damages or injury arising from that content. Any references provided by R&R are provided as merely a convenience to you.

1. Acceptance of Agreement.

In order to use the Website and/or receive our services, you must possess the legal authority, right and freedom to enter into these terms of use as a binding agreement. You are not permitted to use the Website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you. You agree to the terms and conditions outlined in this Terms of Use Agreement ("Agreement") with respect to the Website. This Agreement constitutes the entire and only agreement between us and you, and supersedes all prior or contemporaneous

agreements, representations, warranties and understandings with respect to the Website, the content, products or services provided by or through the Website, and the subject matter of this Agreement. This Agreement may be amended at any time by us without specific notice to you. The latest Agreement will be posted on the Website, and you should review this Agreement prior to using the Website.

2. Intellectual Property.

The content, organization, graphics, design, compilation, magnetic translation, digital conversion and other matters related to the Website are protected under applicable copyrights, trademarks, and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by you of any such matters or any part of the Website is strictly prohibited. You do not acquire ownership rights to any content, document or other materials viewed through or downloaded from the Website. The posting of information or materials on the Website does not constitute a waiver of any right in such information and materials. Some of the content on the Website is the copyrighted work of third parties.

3. Service and Trademarks.

"R&R Sleep" is our registered servicemark or trademark. Other product and company names mentioned on the Website may be trademarks of their respective owners.

4. Fees, Payment and Refund Policy.

The prices we charge for our services are listed on the Website. We reserve the right to change our prices at any time, and to correct pricing errors that may inadvertently occur.

When purchasing a service, you agree that: (i) you are responsible for reading the full description before making a commitment to buy it; (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The fee for the service and any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged in full on your payment method at the time of purchase.

5. Communications and Text Messages.

When you use our services, or send emails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails and text messages, and you agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

Your voluntary provision to R&R of your cell phone number represents your consent that we may contact you by telephone or text messages at that phone number, and your consent to receiving such communications for transactional, operational, or informational purposes. When you provide your phone number to R&R, you warrant that you are the current subscriber or authorized user of the relevant account. You may unsubscribe from receiving emails and text messages from us at any time by notifying R&R of your desire to do so at melissa@randrsleep.com. Standard data and message rates may apply for SMS and MMS alerts,

whether you send or receive such messages. Please contact your mobile phone carrier for details. Your mobile phone carrier (e.g., T-Mobile, AT&T, Verizon, etc.) is not liable for delayed or undelivered messages.

6. Restrictions and Prohibitions on Use.

Your license for access and use of the Website and any information, materials or documents (collectively defined as “Content and Materials”) therein are subject to the following restrictions and prohibitions on use: You may not (a) copy, print, republish, display, distribute, transmit, sell, rent, lease, loan or otherwise make available in any form or by any means all or any portion of the Website or any Content and Materials retrieved therefrom; (b) use the Website or any materials obtained from the Website to develop, of as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content and Materials from the Website; (d) use any Content and Materials from the Website in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of us or any third parties; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Website; (f) make any portion of the Website available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Website software or use any network monitoring or discovery software to determine the Website architecture; (h) use any automatic or manual process to harvest information from the Website; (i) use the Website for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and (3) unsolicited telephone calls or facsimile transmissions; (j) use the Website in a manner that violates any state or federal law regulating email, facsimile transmissions or telephone solicitations; and (k) export or re-export the Website or any portion thereof, or any software available on or through the Website, in violation of the export control laws or regulations of the United States.

7. Linking to the Website.

You may provide links to the Website, provided (a) that you do not remove or obscure, by framing or otherwise, sponsors’ information, the copyright notice, or other notices on the Website, (b) your website and/or mobile app do/does not engage in illegal or pornographic activities, and (c) you discontinue providing links to the Website immediately upon request by us.

8. Advertisers.

The Website may contain sponsorships. Sponsors are responsible for ensuring that material submitted for inclusion on the Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the sponsors’ materials.

9. Intake.

Certain sections of, or offerings from, the Website may require you to provide Intake information. If such information is requested, you agree to provide us with accurate and

complete information, which must be done using your real name and accurate information. The information provided will be for your personal use only and for the creation of your child's specific sleep plan and not on behalf of any other person or entity.

10. Errors, Corrections and Changes.

We do not represent or warrant that the Website will be error-free, free of viruses or other harmful components, or that defects will be corrected. We do not represent or warrant that the information available on or through the Website will be correct, accurate, timely or otherwise reliable. We may make changes to the features, functionality or content of the Website at any time. We reserve the right in our sole discretion to edit or delete any documents, information or other content appearing on the Website.

11. Third Party Content.

Third party content may appear on the Website or may be accessible via links from the Website. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of content on the Website. You understand that the information and opinions in the third party content represent solely the thoughts of the author and is neither endorsed by nor does it necessarily reflect our beliefs.

12. Unlawful Activity.

We reserve the right to investigate complaints or reported violations of this Agreement and to take any action we deem appropriate, including but not limited to reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties and disclosing any information necessary or appropriate to such persons or entities relating to your profile, email addresses, usage history, posted materials, addresses and traffic information.

13. Nontransferable.

Your right to use the Website is not transferable or assignable.

14. Disclaimer.

THE INFORMATION, CONTENT AND DOCUMENTS FROM OR THROUGH THE WEBSITE ARE PROVIDED "AS-IS," "AS AVAILABLE," WITH "ALL FAULTS", AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE). THE INFORMATION AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY INFORMATION OR SERVICE, EXCEPT AS PROVIDED IN SECTION 16. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE NEGATION AND LIMITATION OF DAMAGES

SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THE WEBSITE AND THE PRODUCTS, SERVICES, DOCUMENTS AND INFORMATION PRESENTED WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE WEBSITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT.

15. Use of Information.

We reserve the right, and you authorize us, to the use of all information regarding Website uses by you and all information provided by you in any manner consistent with our [Privacy Policy](#).

16. Third-Party Services.

We may allow access to or advertise certain third-party product or service providers ("Merchants") from which you may purchase certain goods or services. You understand that we do not operate or control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing and customer service. We are not a party to the transactions entered into between you and Merchants. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITES LINKED TO THE WEBSITE. See our [Privacy Policy](#) for specific details.

17. Third-Party Merchant Policies.

All rules, policies (including privacy policies) and operating procedures of Merchants will apply to you while on any Merchant websites. We are not responsible for information provided by you to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

18. Privacy Policy.

Our Privacy Policy, as it may change from time to time, is a part of this Agreement. You must review this Privacy Policy by clicking on this [link](#).

19. Payments.

You represent and warrant that if you are purchasing something from us or from Merchants that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes.

20. Links to Other Websites.

The Website contains links to other websites. We are not responsible for the content, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by us. Inclusion of any linked websites on the Website

does not imply approval or endorsement of the linked websites by us, except as expressly noted. If you decide to leave the Website and access these third-party websites, you do so at your own risk.

21. Copyrights and Copyright Agents.

We respect the intellectual property of others, and we ask you to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information in a Notice, pursuant to the Digital Millennium Copyright Act:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on the Website;
- d. Your address, telephone number, and email address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our Copyright Agent for Notice of Claims of Copyright Infringement on the Website can be reached by directing an e-mail to the Copyright Agent at melissa@randrsleep.com, a dedicated email address that will be monitored.

22. Information and Press Releases.

The Website contains information and press releases about us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by us.

23. Legal Compliance.

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of the Website and the Content and Materials provided therein.

24. Miscellaneous.

This Agreement shall be treated as though it were executed and performed in Westchester County, New York, and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Any cause of action by you with respect to the Website must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in Section 15 and Section 16. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement and all incorporated agreements and your information may be automatically assigned by us in our sole discretion to a third party in the event of an acquisition, sale or merger. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in or associated with the

Website is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any termination of this Agreement.