

Terms and Conditions

This web page represents a legal document and is the Terms and Conditions (Agreement) for our website, www.babyparentsteps.com (Website). By using our Website, you agree to fully comply with and be bound by the following Agreement each time you use our Website. Please review the following terms carefully.

Our Services

Our Website offers the following services: Information about Baby Parent Steps LLC and the program offered (Services).

Definitions

The terms “us” or “we” or “our” refers to Baby Parent Steps LLC, the owner of this Website. A “Visitor” is someone that merely browses our Website. A “Member” is someone who has registered with our Website to use our Services. The term “User” is a collective identifier that refers to either a Visitor or a Member.

All text, information, graphics, design, and data offered through our Website or Services, whether produced by our Members or by us, are collectively known as our “Content”. We distinguish content posted by our Members as “Member Content”.

Acceptance of Agreement

This Agreement is between you and Baby Parent Steps LLC.

THIS AGREEMENT CONTAINS WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMITS OUR LIABILITY TO YOU. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AND IN THEIR ENTIRETY, AS USING, ACCESSING AND/OR BROWSING OUR WEBSITE CONSTITUTES ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND TO EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN, PLEASE EXIT OUR WEBSITE IMMEDIATELY AND DO NOT USE, ACCESS AND/OR BROWSE IT FURTHER.

Except as otherwise noted, this Agreement constitutes the entire and only Agreement between you and Baby Parent Steps LLC, and supersedes all other Agreements, representations, warranties and understandings with respect to our Website, Services, and the subject matter contained herein. However, in order for you to use our Website and/or Services, you may also be required to agree to additional terms and conditions. Those additional terms and conditions will be incorporated into this Agreement unless otherwise stated.

We may amend this Agreement at any time without specific notice to you. The latest Agreement will be posted on our Website, and you should review this Agreement prior to using our Website. After any revisions to this Agreement are posted, you agree to be bound to any changes to this Agreement. Therefore, it is important for you to visit this page periodically to review the Agreement. Please read this Agreement carefully and save it. If you do not accept

this Agreement, do not access and use our Website. If you have already accessed our Website and do not accept this Agreement, you should immediately discontinue use of our Website and Services.

Limited License

Baby Parent Steps LLC grants you a non-exclusive, non-transferable, revocable license to access and use our Website and Services strictly in accordance with this Agreement. Your use of our Website and Services are solely for internal, personal, non-commercial purposes, unless otherwise provided in this Agreement. No print out or electronic version of any part of our Website or Services may be used by you in any litigation or arbitration matter whatsoever under any circumstances.

Legal Compliance

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

Our Relationship to You

This Agreement in no way creates any agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between you and Baby Parent Steps LLC.

Our Intellectual Property

Our Website may contain our service marks or trademarks as well as those of our affiliates or other companies, in the form of words, graphics, and logos. Your use of our Website or Services does not constitute any right or license for you to use our service marks or trademarks, without the prior written permission of Baby Parent Steps LLC.

Our Content, as found within our Website and Services, is protected under United States and foreign copyrights. The copying, redistribution, use or publication by you of any such Content, is strictly prohibited. Your use of our Website and Services does not grant you any ownership rights to our Content.

Digital Millennium Copyright Act Compliance

Our Website will respond quickly to claims of copyright infringement as found in our Content, according to the terms of the Digital Millennium Copyright Act of 1998 (DMCA) as found under United States law (17 USC. § 512). If you believe any of your copyrights are infringed by our Content, please provide us with a written notice via mail, fax, or email that contains the following information:

- 1) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

- 2) A description of the copyrighted work that you claim has been infringed;
- 3) A description of where the material that you claim is infringing is located on our Website;
- 4) Your address, telephone number, and email address;
- 5) 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
- 6) 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.

We are only required to respond to those notices that substantially comply with the above requirements. We will investigate your claim and will notify by the method of contact you used to file your notice with us.

Errors, Corrections and Changes

We do not represent or otherwise warrant that our Website will be error-free, free from viruses or other harmful components, or that we will correct any errors. We do not represent or otherwise warrant that the information available on or through our Website will be correct, accurate, timely or otherwise reliable.

We may make changes to the features, functionality or content of our Website or Services at any time. We reserve the right in our sole discretion to edit or remove any documents, information or other content appearing on our Website or Services.

Financial, Legal and Other Advice Disclaimer

You hereby acknowledge that nothing contained in our Website shall constitute financial, investment, legal and/or other professional advice and that no professional relationship of any kind is created between you and Baby Parent Steps LLC or our Members. You hereby agree that you shall not make any financial, investment, legal and/or other decision based in whole or in part on anything contained in our Website or Services.

Advertisers and Sponsors Disclaimer

Our Website may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on our Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

THE INCLUSION OF THIRD PARTY ADVERTISEMENTS DOES NOT CONSTITUTE AN ENDORSEMENT, GUARANTEE, WARRANTY, OR RECOMMENDATION BY Baby Parent Steps LLC AND WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT ANY PRODUCT OR SERVICE CONTAINED THEREIN.

Merchant and Advertisement Disclaimer

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. WE ARE NOT LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT WEBSITES OR ANY OTHER WEBSITE LINKED TO OUR WEBSITE.

All rules, legal documents (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. Our relationship to Merchants is solely as independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

Warranty Disclaimer

Baby Parent Steps LLC is not responsible or liable in any manner for any Content posted on our Website or in connection with our Services.

Our Website or Services may be temporarily unavailable from time to time for maintenance or other reasons. Baby Parent Steps LLC assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to our Website.

Baby Parent Steps LLC is not responsible for any technical malfunction or other problems of any telephone network or service, computer systems, servers or providers, computer or mobile phone equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or any combination thereof, including injury or damage to any person’s computer, mobile phone, or other hardware or software, related to or resulting from using or downloading materials in connection with the our Website or Services, including without limitation any software provide through our Website or Services.

Under no circumstances will Baby Parent Steps LLC be responsible for any loss or damage, including any loss or damage or personal injury or death, resulting from anyone’s use of our Website or Services, or any interactions between Users of our Website or Services, whether online or offline.

Baby Parent Steps LLC reserves the right to change any and all Content, software and other items used or contained in our Website or Services, at any time without notice. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or

recommendation thereof, or any affiliation therewith, by our Website, by third parties or by any of the equipment or programming associated with or utilized by our Services.

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Limitation of Liability

Baby Parent Steps LLC, as well as all our Affiliates, shall not be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from our Website or Services, (b) any product liability issues to the extent that we are not involved with the manufacturer of the product(s) giving rise to liability, (c) the unavailability or interruption of our Website or Services, (d) your use of our Website our Content, (e) the content contained on our Website or Services, or (f) any delay or failure in performance of our Website and Services beyond our control.

IN NO EVENT WILL Baby Parent Steps LLC OR ITS DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO YOU OR ANY THIRD PERSON FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING FROM YOUR USE OF OUR WEBSITE, CONTENT, SERVICES, OR ANY RELATED SOFTWARE, ACCESSED THROUGH OR DOWNLOADED FROM OUR WEBSITE OR SERVICES, EVEN IF Baby Parent Steps LLC IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, Baby Parent Steps LLC'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR WEBSITE AND/OR SERVICES ACCESS TO THE EVENT GIVING RISE TO LIABILITY.

Use of Information

We reserve the right, and you authorize us, to the use and assignment of all of your information regarding your use of our Website and Services in any manner consistent with our Privacy Policy.

All remarks, suggestions, ideas, graphics, or other information communicated by you to us (collectively, "Submission") is considered assigned to us and is as such considered our property. We will not be required to treat any Submission as confidential, and will not be liable for any ideas (including without limitation, product, service or advertising ideas) and will not incur any liability as a result of any similarities that may appear in our future products, services or operations.

Without limitation, we will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. We will be entitled to use the Submission for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit, and you, not us, have full responsibility for the message, including its legality, reliability, appropriateness, originality, and copyright.

Privacy Policy

Our Privacy Policy is considered part of this Agreement. You must review this Privacy Policy by clicking on this [link](#).

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, IP addresses and traffic information.

Linking to Our Website

You may provide links to our Website, provided (a) that you do not remove or obscure, by framing or otherwise, any portion of our Website, (b) your website does not engage in illegal or pornographic activities, and (c) you discontinue providing links to our Website immediately upon request by us.

Links to Other Websites

Our Website may, from time to time, contain links to third party websites. These links are provided solely as a convenience to you. By linking to these websites, we do not create or have an affiliation with, or sponsor such third party websites. Inclusion of links for any website on our Website does not mean that we endorse, guarantee, warrant, or recommend the services, information, content and/or data of such third party websites. Baby Parent Steps LLC has no control over the legal documents and privacy practices of third party websites; as such, you access any such third party websites at your own risk.

Payments

You represent and warrant that if you are purchasing something from us that (i) any credit information you supply is true and complete, (ii) charges incurred by you will be honored by your bank or credit card company, (iii) you will pay the charges incurred by you at the posted prices, including any applicable taxes, and (iv) if your initial payment method is dishonored, you will still pay the charges incurred, including any surcharge we may incur due to such dishonored payment.

Refund and Return Policy

To the extent that you purchase any goods directly from us, we may refund you your purchase price within thirty (30) days of you notifying us in writing of your desire for the refund, together with the reason for the request, subject to the return of the product to us in substantially the same condition as when purchased. Any refund or return may be subject to restocking fees as found on our Website.

Indemnification

You agree to indemnify, defend and hold us and our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, attorneys, advertisers, product and service providers, and affiliates harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of our Website or Services.

Arbitration

Any legal controversy or legal claim arising out of or relating to this Agreement and/or our Service, excluding legal action taken by us to collect or recover damages for, or obtain any injunction relating to, website operations, intellectual property, and our Service, shall be settled solely by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party.

The arbitration shall be conducted in Tempe, Arizona, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or us may seek any interim or preliminary relief from a court of competent jurisdiction in Tempe, Arizona, necessary to protect the rights or property of you and us pending the completion of arbitration. Each party shall bear one-half of the arbitration fees and costs.

General Terms

This Agreement shall be treated as though it were executed and performed in Tempe, Arizona, and shall be governed by and construed in accordance with the laws of the State of Arizona without regard to conflict of law principles. In addition, you agree to submit to the personal jurisdiction and venue of such courts. Any cause of action by you with respect to our Website or Service must be instituted within one (1) year after the cause of action arose or be forever waived and barred. 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 any Content 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.

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