

## INTRODUCTION

Upon interacting with One with the Pump's Platforms and Services, you consent to the terms outlined in this agreement along with the other legal policies posted on our Platforms. We reserve the right to change and amend the terms of this agreement at will.

Welcome to One with the Pump, operated by One with the Pump LLC. Presently, the terms "One with the Pump," "us," "we," the "Company", and "our" shall refer to One with the Pump LLC.

Upon interacting and engaging our Services on onewiththepump.com (the "Website"), the One with the Pump mobile application (the "App"), or any other Platforms or services One with the Pump may offer, including Virtual Consultations between our Staff Members and you (collectively, the "Service" or our "Services"), you agree to, and are bound by, these Terms of Use (the "Terms" or "Agreement") along with the other legal documents listed on the website, including the Privacy Policy, which may but are not necessarily incorporated into this agreement by reference.

We are entitled to amend, add, or remove any portion of this agreement at the time of our choosing. In the event that we make substantial changes to this agreement, we will notify you of the changes to the agreement on this page and the effective date of the changes. While we may elect to notify you of substantial changes, we are not required to render such notifications and it is your responsibility to check this page to stay up to date. Future changes will not be retroactive without your permission. By continuing to use our Platforms, you consent to the changes and will be legally bound by the updated terms. You may choose to no longer be bound by these Terms by completely and immediately stopping your use of our Services.

In the event that you have any questions or concerns about our Terms of Use Policy, please contact us at [onewiththepump@gmail.com](mailto:onewiththepump@gmail.com).

### 1. THIS SITE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT PROVIDE MEDICAL ADVICE

The Website and Services provide information and entertainment in the fields of lactation, breast pumping, breast pumps, parenthood, health, exercise, food and other related information to lactation. The information and Services provided on this website are strictly for entertainment and informational purposes. BY USING THIS WEBSITE AND THESE SERVICES, YOU EXPRESSLY AGREE AND UNDERSTAND THAT THE INFORMATION ON THIS WEBSITE AND THE SERVICES CANNOT AND SHOULD

NOT BE USED IN LIEU OF PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT WHICH CAN ONLY BE PROVIDED BY A PHYSICIAN OR AN APPROVED HEALTH CARE PROFESSIONAL. We advise you to consult with your physician before implementing any of the information contained within this Website or provided by the Services, including but not limited to the taking of any medications or herbal supplements and engaging in diets and exercise regimes. Contact your health care provider immediately if you suspect that you or your child has a medical problem. Under no circumstances should you ignore the recommendations or guidance of a licensed Physician or Approved Health Care Provider because of potentially conflicting information and guidance provided by this Website and/or Services.

NONE OF THE INFORMATION AND/OR EDUCATIONAL INFORMATION PROVIDED ON THIS WEBSITE AND/OR SERVICES HAS BEEN EVALUATED BY THE FOOD AND DRUG ADMINISTRATION (FDA) AND ABSOLUTELY NONE OF THE INFORMATION IS DESIGNED TO TREAT, CURE, OR PREVENT ANY DISEASE OR TO BE CONSIDERED IN ANY CAPACITY, MEDICAL ADVICE.

The nature of research in the fields of health, exercise and nutrition is such that it is continuously evolving and therefore, we cannot guarantee that the information provided on the Website and/or Services is always the most up to date. We will continue to strive to provide you with the most up to date information.

You expressly understand that the use of this Website and/or Services DOES NOT constitute or create a physician/patient relationship or for that matter, a privileged and/or confidential relationship of any kind.

BY USING THIS WEBSITE AND SERVICES, YOU ACKNOWLEDGE THAT YOU ARE SOLELY AND PERSONALLY RESPONSIBLE FOR YOUR OWN HEALTH AND WELL BEING. YOU ACKNOWLEDGE THAT BY RELYING ON THE INFORMATION CONTAINED IN THIS WEBSITE AND THE ASSOCIATED SERVICES, YOU DO SO AT YOUR OWN RISK AND ABSOLVELY ONE WITH THE PUMP LLC OF ALL LIABILITY AND LOSS THAT MAY ARISE BY YOUR IMPLEMENTATION OF THE ADVICE AND/OR SUGGESTIONS PROVIDED BY THIS WEBSITE AND SERVICES.

## 2. ELIGIBILITY TO USE SERVICES

Not everyone is permitted to create an account and use One with the Pump's Services.

By using our Services, you represent and warrant that:

There exists no law, judgment, or edict by the authorities of any State or Country which bars you from using our services;

You have not been previously blocked by us from registration and are not registering a new account under a new name, without our explicit permission

You are at least the age of 18 (or applicable age in your country) You agree that you will not:

Violate any and all applicable laws, including without restriction, privacy laws, intellectual property laws, anti-spam laws, and regulatory requirements;

Use the Services in a way that damages or disrupts the Services and/or our Services computer systems and networks

Harass, frighten, defame, or otherwise abuse and mistreat any person on our Platforms or our staff;

Access and use another user's account;

Use our Services to commit fraud

Violate the terms of the license granted to you by One with the Pump (see Section 6 below).

Disclose private or proprietary information that you do not have permission to disclose;

Copy, change, distribute, or develop any derivative works from, any Member Content or Our Content, or any copyrighted material, images, trademarks, trade names, service marks, or other intellectual property, content or proprietary information accessible through our Platform and/or services without One with the Pump's prior written consent; Make use of technical tools, including crawlers and site search/retrieve applications to access and mine data found and used on our Platforms and services.

Damage our Platforms by injecting viruses and other harmful code into our Platforms;

Reverse engineer, modify, decompile or otherwise deconstruct any portion of our Services, or enable others to do so;

Use or develop any third-party applications that interface with our Services or Content or information without our explicit and written consent;

Access, utilize, or publish the One with the Pump application programming system without our explicit written consent;

Use our Services for any harmful, illegal, or disreputable purpose

### 3. CONTENT

In this agreement, "content" consists of, without limitation, all text, video, images, audio, or other material on our Services, including information contained in users' profiles and all information uploaded by users.

#### 3a.CONTENT RIGHTS

One with the Pump owns all content on our Platforms and Services.

Any text, content, graphics, user interfaces, trademarks, logos, sounds, artwork, images, and other intellectual property appearing on our Services is owned, controlled or licensed by us and protected by copyright, trademark and other intellectual property law rights. All rights, title, and interest to Our Content remains with us at all times.

### 4. INAPPROPRIATE CONTENT AND MISCONDUCT; MONITORING AND REPORTING

If you discover any inappropriate content on our Platforms or Services, you can report the content and the User who posted the content by sending an email to [onewiththepump@gmail.com](mailto:onewiththepump@gmail.com)

### 5. PRIVACY

For all matters concerning privacy, please see our separate Privacy Policy. By using our Platforms and Services, you agree that we may use your personal data in accordance with our Privacy Policy.

### 6. RIGHTS GIVEN TO YOU BY One with the Pump

One with the Pump grants you the right to use our Services, subject to these Terms.

### 7. COPYRIGHT POLICY

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under the U.S. copyright law. If you believe in good faith that materials hosted by One with the Pump infringe your copyright, you or your agent may send to One with the Pump a notice requesting that the material be removed or access to it be blocked. Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon One with the Pump actual knowledge of facts or circumstances from which infringing material or acts are evident. If you believe in good

faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send to One with the Pump a counter-notice. All notices and counter notices must meet the then current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright> for details. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our Copyright Agent the following information:

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

Identification of the copyrighted work that you claim has been infringed; Identification of where the material that you claim is infringing is located on the Site or Service reasonably sufficient to permit us to locate the material;

Information reasonably sufficient to permit us to contact you, such as your address, telephone number and, if available, your email address; 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 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.

One with the Pump's Copyright Agent for notice of claims of copyright infringement or counter notices can be reached as follows:

## 8. PURCHASES AND SUBSCRIPTIONS

One with the Pump provides you with the opportunity to make one-time purchases in addition to automatically-renewable subscriptions. In the event that you choose to purchase an automatically-renewable subscription, the subscription will automatically renew and bill your chosen payment method until you cancel. When making a Purchase, you agree to render the appropriate payment according to the prices presented to you for the Services you've selected, in addition to any sales or taxes that may be necessary (and subject to change), and you grant One with the Pump LLC permission to charge the payment method you provide (your "Payment Method").

One with the Pump may offer products and services for purchase through external services authorized by One with the Pump (each, an "External Service," and any purchases made thereon, an "External Service Purchase"). Additionally, One with the Pump may offer products and services for purchase via credit card or other payment processors on the Website. In the event that you purchase a subscription, it will automatically renew until you cancel, according to the stated terms provided to you at the time of purchase. In the event that you choose to cancel your subscription, you

will continue to have access to your subscription benefits until the end of your subscription period, at which point it will expire.

Canceling your subscription does not remove your profile from our Services. In the event that you would like to fully end your membership, you must terminate your membership according to the terms set forth in Section 9.

One with the Pump retains the right to amend any billing errors or mistakes, even after requesting and/or receiving payment. In response to your decision to reverse a payment with your Payment Method, One with the Pump LLC reserves the right to terminate your account immediately in its sole discretion, on the basis that you have determined that you do not want a One with the Pump subscription. Please contact Customer Service to discuss any issues relating to your chargeback being overturned.

Your subscription will automatically continue, indefinitely, for the price and time period you agreed to when subscribing, until you cancel.

In the event that you would like to terminate a subscription, please navigate to the settings page in your profile and select “cancel”. Your subscription will still be active until the end of your then-current subscription time-period. Similarly, you have the capacity to edit your Payment Method information by directly in the settings page of your profile. In the event that a payment is not processed, due to a problem with your chosen Payment Method, you are still responsible for all of the amounts owed and you permit us to continue billing your designated Payment Method.

Furthermore, you grant us permission to access amended or replacement card numbers and/or expiration dates for your debit/credit cards as provided by your credit or debit card issuer.

#### 8a. SERVICES ARE STRICTLY EDUCATIONAL

Services may include but are not limited to educational seminars concerning child development vis-à-vis health, nutrition, and fitness. These educational sessions ARE NOT INTENDED TO SERVE AS MEDICAL ADVICE AND CANNOT BE USED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, DIAGNOSIS OR TREATMENT THAT CAN BE PROVIDED BY A PHYSICIAN OR ANY OTHER APPROVED HEALTH CARE PROFESSIONAL. THE INSTRUCTOR IS NOT PROVIDING MEDICAL SERVICES. Services are conducted through technological channels including, but not limited to, Zoom, Instagram video, or Facetime which may or may not be secure networks.

#### 8b. REFUNDS

All purchases are nonrefundable. At its sole discretion, One with the Pump, may provide User with a credit to be used for an additional product/service sold on the Website.

## 9. ACCOUNT TERMINATION

You may delete your account with us at any time. In order to terminate your account, simply access the “Settings” page within your profile and follow the instructions to cancel your membership.

If your account is terminated by you or by One with the Pump for any reason, voluntarily or involuntarily, these Terms continue to remain enforceable between you and One with the Pump LLC. If One with the Pump LLC chooses to terminate your account due to a violation of the terms set forth in this agreement, you will not be refunded any of your spent monies.

## 10. DISCLAIMER

One with the Pump LLC PROVIDES OUR SERVICES ON AN “AS IS” BASIS AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, GRANTS NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO OUR SERVICES (INCLUDING ALL CONTENT CONTAINED THEREIN). WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. One with the Pump DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL ALWAYS BE AVAILABLE, SECURE, OR ERROR-FREE, (B) ANY DEFECTS OR ERRORS IN OUR SERVICES WILL BE FIXED, OR (C) THAT ANY CONTENT YOU OBTAIN ON OR THROUGH OUR SERVICES WILL BE ACCURATE. One with the Pump LLC MAKES NO GUARANTEES AS TO THE NUMBER OF ACTIVE USERS AT ANY TIME; YOUR ABILITY TO CONNECT AND COMMUNICATE WITH OUR.

One with the Pump DISCLAIMS ALL LIABILITY FOR ANY CONTENT THAT YOU RECEIVES THROUGH OUR SERVICES, REGARDLESS OF THE FORM OF ACTION. One with the Pump LLC FURTHER DISCLAIMS ALL LIABILITY FOR ANY RESULTING HARM FROM THE ACTS OR OMISSIONS OF YOURSELF AND/OR OTHER USERS, WHETHER SUCH ACTS OR OMISSIONS OCCUR DURING THE USE OF THE SERVICE OR OTHERWISE. ANY CONTENT OR INFORMATION ACCESSED THROUGH THE USE OF OUR SERVICES IS UNDERSTOOD TO BE ACCESSED AND DOWNLOADED AT YOUR OWN RISK. TO

THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, One with the Pump IS NOT RESPONSIBLE TO YOU OR ANY OTHER PERSON FOR ANY INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES. MORE SPECIFICALLY, DAMAGES

MAY INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES TO YOUR COMPUTER HARDWARE, COMPUTER SOFTWARE, AND DAMAGES FOR LOSS OF DATA.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US FOR THE SERVICE DURING THE TERM OF YOUR MEMBERSHIP OR SUBSCRIPTION TO THE MAXIMUM EXTENT PERMITTED BY LAW.

YOU FURTHER UNDERSTAND THAT YOUR SAFETY IS ENTIRELY UP TO YOU AND YOU ARE ULTIMATELY RESPONSIBLE FOR YOUR OWN SAFETY WHEN MEETING OTHER USERS ON THE PLATFORMS AND IN PERSON. YOU UNDERSTAND THAT WE WILL NOT BE LIABLE FOR PHYSICAL DAMAGES, BODILY INJURY OR EMOTIONAL DISTRESS, DAMAGES ARISING OUT OF THE USE OF THIS SERVICE.

#### 11. ADS AND THIRD-PARTY CONTENT

One with the Pump's Services and Platforms may display advertisements and promotions provided by third parties, which may or may not link to the third parties' respective websites and/or resources. It is possible that the third parties' websites and resources are not properly functioning at the time of their display on our Platforms. We are not responsible for the availability of these websites or their content. Moreover, One with the Pump is not liable for, and does not necessarily support the goods or services provided directly by third-party websites or resources. In the event that you decided to engage with the third parties, which you interfaced with through our Services, the third party's terms will govern their relationship with you. One with the Pump LLC is not responsible or liable for such third parties' terms or actions.

#### 12. LIMITATION OF LIABILITY

One with the Pump's liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL One with the Pump, ITS EMPLOYEES, AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES, (II) THE BEHAVIOR OR MATERIAL OR CONTENT OF OTHER USERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICES; OR (III) IMPERMISSIBLE ACCESS, USE, OR



MODIFICATION OF YOUR CONTENT, EVEN UNDER THE CIRCUMSTANCE WHERE One with the Pump HAS BEEN NOTIFIED OF THE PROSPECT OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL One with the Pump'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS PERTAINING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO One with the Pump FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 14 SHALL APPLY EVEN IF YOUR REMEDIES UNDER THIS AGREEMENT FAIL WITH RESPECT TO THEIR ESSENTIAL PURPOSE.

CERTAIN JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND THEREFORE, SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT BE RELEVANT TO YOU.

### 13. DISPUTE RESOLUTION

It is possible that we will have a legal dispute and the following information pertains to how the dispute will be resolved.

In the event that you are not happy with our Services, please first contact One with the Pump Customer Service so we can work to rectify the situation

together. In the event that you decide to pursue a claim against One with the Pump, these terms will apply.

#### 13a. ARBITRATION, CLASS-ACTION WAIVER, AND JURY WAIVER

If you pursue a legal claim against One with the Pump, you agree to arbitration (with limited exceptions).

The absolutely exclusive means of resolving any dispute or claim arising out of or relating to this Agreement (including any alleged breach thereof) or our Services or the Websites, without limitation any tort, contract, or equity claims between You and Us or Our directors, officers, employees, agents, subsidiaries, or joint ventures, shall be BINDING ARBITRATION. The only exception to the exclusivity of arbitration is that either party may bring an individual claim against the other in a small-claims court of competent jurisdiction, if the claim in question falls within the jurisdiction of the small claims court. If the responding party to the claim desires to proceed in small claims court before the appointment of the arbitrator, the arbitration shall be administratively closed, and if asked for after the appointment of the arbitrator, the arbitrator shall decide if the dispute should be resolved in arbitration or if the arbitration should be administratively closed and decided in small claims court. Regardless of whether you

choose arbitration or small-claims court, you may not under any circumstances commence or maintain against the Company any class action, class arbitration, or other representative action or proceeding.

You hereby agree that by engaging with our Services in any capacity, you consent to the above arbitration agreement. In doing so, you lose your right to go to court to bring forth or defend any claims between you and the Company (except, as described above, for matters that may be taken to small-claims court). Additionally, you forsake your right to participate in a class action or other class proceeding. Your rights will be determined by a neutral arbitrator and NOT a judge or jury, and the arbitrator shall determine all of the outstanding issues concerning the arbitrability of the dispute.

You are entitled to and shall receive a fair and honest hearing before the arbitrator. The arbitrator has the authority to provide any relief that a court can, however please be advised that arbitration proceedings are typically, faster and simpler than judicial proceedings. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, amend, or vacate an arbitration award, may be commenced in any court of legitimate jurisdiction. If this arbitration agreement is for any reason deemed to be unenforceable, any litigation against the Company (except for small-claims court actions) may be commenced only in the federal or state courts located in Missouri. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

#### 13b. GOVERNING LAW

In the event that there is a dispute, Missouri law and the Federal Arbitration Act will apply (except where prohibited by law).

Except where our arbitration agreement is prohibited by law, the laws of Missouri, U.S.A., will apply to any disputes arising out of or relating to this Agreement or our Services. .

#### 14c. VENUE

In the event that a claim is not submitted to arbitration, for any reason, it must be litigated in Missouri (excluding claims brought in small claims court, or where prohibited by law).

Except for claims that may be properly brought in a small claims court of competent jurisdiction in the county or other jurisdiction in which you reside or in Missouri, all

claims arising out of or relating to this Agreement, to our Services, or to your relationship with One with the Pump LLC that for

whatever reason are not submitted to arbitration will be litigated exclusively in the federal or state courts of Missouri, U.S.A.

#### 15. INDEMNITY BY YOU

If a claim is made against One with the Pump LLC as a consequence of your actions, you agree to indemnify One with the Pump LLC.

To the extent permitted under applicable law, you explicitly and without reservation agree to indemnify, defend, and hold harmless One with the Pump LLC, our affiliates, and their and our respective directors, officers, agents, and employees from and against any and all complaints, claims, demands, damages, losses, costs, liabilities, and expenses, including attorney's fees, due to, arising out of, or relating in any way to your access to or use of our Services, Your Content, Your conduct toward other users, or your breach of this Agreement.

#### 16. ACCEPTANCE OF TERMS

It is understood that by engaging and utilizing our Services, irrespective of the technological device which allows you to use our services, you agree to be bound by (i) these Terms, which we may alter and update from time to time, (ii) our Privacy Policy.

All pronouns and any variations thereof shall be understood to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to any require. The capitalization of a word shall be deemed to have the same meaning as the uncapitalized version of that word.

#### 17. ENTIRE AGREEMENT

The entirety of your agreement with One with the Pump concerning your use of our Services is encompassed by these Terms, the Privacy Policy, Cookie Policy, and any Additional Terms Upon Purchase, all of which supersede any prior agreements or representations between us, oral or written. If it is determined that any clause or provision of these Terms is unenforceable for being either illegal or invalid, the remainder of the Terms shall continue in full force and effect. In the event that the Company shall fail to implement or enforce any right or provision of these Terms, such a failure shall not constitute a waiver of such right or provision. By using our Services, you give your consent to the fact that your account is non-transferable and all of your rights to your account and its content immediately end upon your death, unless otherwise provided by law. You may not transfer or assign any rights and licenses granted

hereunder. We may, however, at our discretion assign these rights as we see fit and restriction. By using our Services, you agree that no agency, partnership, joint venture, fiduciary or other special relationship or employment is created as a result of these Terms, and you may not make any representations on behalf of or bind One with the Pump in any capacity.