

# The Misfit Mamas, Inc. Terms and Conditions of Use

Hey, welcome to The Misfit Mamas, Inc.'s Terms and Conditions of Use (these "Terms"). This is a contract between you and The Misfit Mamas, Inc. (with registered address at 125 Main St. PO BOX 629 Southington, CT 06489) and we want you to be aware of yours and our rights before you use The Misfit Mamas, Inc. Online services, or applications ("App" or "The Misfit Mamast"). Please take some time to read these Terms before enjoying the App, because once you access, view or use the App, you will be legally bound by these Terms.

If you have any questions about these Terms or our Services, please contact us at: [info@themisfitmamasinc.org](mailto:info@themisfitmamasinc.org)

## 1. The Misfit Mamas, Inc. Rules

Before you can use our Platform or services, you will need to register for an account ("Account"). In order to create an Account you must:

1. sign in through your Facebook, Google or Apple account, or by providing your first name, Last Name, date of birth, and phone number, city and state;
2. be at least 16 years old; and,
3. be legally permitted to use the website in your state.

If you create an Account, you authorize us to access, display and use certain information from your Facebook, Google, or Apple account (e.g. profile pictures, relationship status, location and information about Facebook friends, as applicable). For more information about what information we use and how we use it, please check out our **Privacy Policy**.

You cannot use another user's Account without their permission.

You cannot create duplicate The Misfit Mamas, Inc. accounts in addition to your original account, unless The Misfit Mamas, Inc. requests you to do so for technical reasons.

We hope you love the community of parents on The Misfit Mamas Inc, but if you want to leave, you can delete your Account at any time by going to the 'Settings' screen of your Account when you are logged in, and clicking on the 'Deactivate account' link and following the steps shown, or for Facebook, Google or Apple, you can go to the relevant settings page within those services and disallow access by the App. We will save your profile information in case you realize you miss us and you decide to restore your Account; check our **Privacy Policy** for more information. If you would like Your Content or profile information to be deleted, please contact us at [info@themisfitmamasinc.org](mailto:info@themisfitmamasinc.org)

The Misfit Mamas, Inc. reserves the right at its sole discretion to terminate or suspend any Account, or make use of any operational, technological, legal or other means available to enforce the Terms (including without limitation blocking specific IP addresses), at any time without liability and without the need to give you prior notice.

## 2. Types of content

There are three types of content that you will be able to access on the App:

1. content that you upload and provide ("Your Content");
2. content that members provide ("Member Content"); and
3. content that The Misfit Mamas, Inc. provide ("Our Content").

### **We don't allow certain content on The Misfit Mamas, Inc.**

We want our users to freely communicate on The Misfit Mamas, Inc. but we have to impose restrictions on certain content that:

- contains language which could be deemed offensive or is likely to harass, upset, embarrass, alarm, or annoy any other person;
- is obscene, pornographic, or otherwise may offend human dignity;

- is abusive, insulting, or threatening, or which promotes or encourages racism, sexism, hatred, or bigotry;
- encourages any illegal activity including, without limitation, terrorism, inciting racial hatred, or the submission of which in itself constitutes committing a criminal offense;
- is defamatory or libelous;
- relates to commercial activities (including, without limitation, sales, competitions, and advertising, links to other websites or premium line telephone numbers);
- involves the transmission of "junk" mail or "spam";
- contains any spyware, adware, viruses, corrupt files, worm programmes, or other malicious code designed to interrupt, damage, or limit the functionality of or disrupt any software, hardware, telecommunications, networks, servers, or other equipment, Trojan horse or any other material designed to damage, interfere with, wrongly intercept or expropriate any data or personal information whether from The Misfit Mamas, Inc. or otherwise;
- itself, or the posting of which, infringes any third party's rights (including, without limitation, intellectual property rights and privacy rights);
- shows another person which was created or distributed without that person's consent; and/or
- breaches the terms of our **Community Guidelines**.

We operate a zero-tolerance policy for this kind of content.

To guarantee a safe environment for all, you must also comply with our Community Guidelines, when engaging with the The Misfit Mamas, Inc. community section.

We have a moderation team that reviews Your Content and Member Content to ensure that it complies with these Terms. Our moderation tools and team of moderators may remove any of Your Content that they consider breaches our **Community Guidelines**, restrict or prohibit your access to the website, and/or delete your Account, if in their reasonable opinion, you breach any of the restrictions in these Terms or the **Community Guidelines**.

## Your Content

As Your Content is created by you, you are responsible and liable for Your Content and will indemnify, defend, release, and hold us harmless from any claims made in connection with Your Content.

You may not display any personal contact or banking information on your individual profile page whether in relation to you or any other person (for example, names, home addresses or postcodes, telephone numbers, email addresses, URLs, credit/debit card or other banking details). If you do choose to reveal any personal information about yourself to other users, whether via email or otherwise, it is at your own risk. We encourage you to use the same caution in disclosing details about yourself to third parties online as you would under any other circumstances.

The Misfit Mamas, Inc. is a private community, so Your Content will be visible to other members of the website's private communities all around the world. Please make sure you are comfortable sharing Your Content before you post it, particularly insofar as it relates to your children. As such, you agree that Your Content may be viewed by other users, including The Misfit Mamas, Inc. Staff, and any person visiting, participating in or who is sent a link to the website. By uploading Your Content on The Misfit Mamas, Inc., you represent and warrant to us that you have all necessary rights and licenses to do so, and automatically grant us a non-exclusive, royalty free, perpetual, worldwide license to use Your Content in any way (including, without limitation, editing, copying, modifying, adapting, translating, reformatting, creating derivative works from, incorporating into other works, advertising, distributing and otherwise making available to the general public Your Content, whether in whole or in part and in any format or medium currently known or developed in the future).

We may assign and/or sub-licence the above license to our affiliates and successors without any further approval by you.

We have the right to remove, edit, limit or block access to any of Your Content at any time, and we have no obligation to display or review Your Content.

## **Member Content**

Other members of The Misfit Mamas, Inc. around the state will also share content via the website. Member Content belongs to the user who posted the content and is stored on our servers and displayed via the App at the direction of the user providing the Member Content.

Some users sharing Member Content will be identified as 'The Misfit Mamas, Inc. Pro's'. These are individuals that have established themselves as an expert in their field, or have undertaken specialist training in a field of expertise, and may include doctors, nurses, therapists and sleep consultants.

We try to ensure only appropriately qualified experts are recognised as The Misfit Mamas Inc. Pros, but we do not independently verify the identity or credentials of The Misfit Mamas, Inc. Pros.

The Misfit Mamas, Inc. provide Member Content for general information purposes only. You should not rely solely on opinions or advice given by The Misfit Mamas Inc Professionals, or appearing in other Member Content. Member Content is no substitute for professional advice, so you should always speak to a professional with respect to any questions you may have regarding your physical or mental health, and do not disregard any professional advice you have received. We are not responsible for, and will not be liable for, any loss or damage caused by your reliance on any advice or Member Content provided by users, including The Misfit Mamas, Inc. Professionals.

You do not have any rights in relation to other users' Member Content, and you may only use other The Misfit Mamas, Inc., users' personal information to the extent that your use of it matches The Misfit Mamas, Inc. purpose of allowing people to meet one another. You may not use other users' information for commercial purposes, to spam, to harass, or to make unlawful threats. We reserve the right to terminate your Account if you misuse other users' information.

## **Our Content**

The rest of the content on The Misfit Mamas, Inc. belongs to us. Any other text, content, graphics, user interfaces, trademarks, logos, sounds, artwork,

and other intellectual property appearing on The Misfit Mamas, Inc. are owned, controlled or licensed by us and are protected by copyright, trademark and other intellectual property law rights. All right, title and interest in and to Our Content remains with us at all times.

We grant you a non-exclusive, limited, personal, non-transferable, revocable, license to access and use Our Content, without the right to sublicense, under the following conditions:

1. you shall not use, sell, modify, or distribute Our Content except as permitted by the functionality of the website or app;
2. you shall not use our name in metatags, keywords and/or hidden text;
3. you shall not create derivative works from Our Content or commercially exploit Our Content, in whole or in part, in any way; and
4. you shall use Our Content for lawful purposes only.

We reserve all other rights.

### **3. Restrictions on the app**

We don't tolerate bad behavior on The Misfit Mamas, Inc. You can report any abuse or complain about Member Content by contacting us, outlining the abuse and/or complaint. Email us at [info@themisfitmamasinc.org](mailto:info@themisfitmamasinc.org)

We also want our users to respect The Misfit Mamas, Inc. Scraping or replicating any part of the organization or website without our prior consent is expressly prohibited. This includes by any means (automated or otherwise) other than through our currently available, published interfaces - unless you have been specifically allowed to do so in a separate agreement with us.

### **4. Terms applicable to The Misfit Mamas, Inc Services**

By requesting to use, registering to use and/or using the Services The Misfit Mamas, Inc. Provided, you represent and warrant that you have the right, authority and capacity to enter into these Terms and you commit to abide by all of the terms and conditions hereof. You also represent and warrant that you meet the following eligibility criteria:

- You intend to use the Site and Services solely for the purpose of finding or managing connection, support, or related jobs, or for finding or sharing information relating to connection, support, and resources.
- Our Services are available only to individuals who are eighteen (16) years of age or older. If you do not meet this age requirement, do not register to use the Site or Services.
- The Site and the Services are currently available only to individuals who reside legally in the United States or the territory of Puerto Rico. We are not able to offer access or services to individuals outside of the United States at this time.
- If you are registering to be matched with a Misfit Care Specialist, you must be able to provide that neither you nor any member of your household may have ever been:
  - the subject of a conviction, arrest, charge, complaint, restraining order or any other legal action involving:
    - any felony;
    - any other criminal offense involving violence, physical, sexual, or emotional abuse or neglect, or theft, drugs, or
    - any offense, violation, or unlawful act that involves endangering the safety of others, fraud, dishonesty, or reckless or negligent conduct.
  - registered, or currently required to register, as a sex offender with any government entity.
- Only individuals may request services or support from a Misfit Care Specialist or other professionals in our services line. Companies and/or corporations are not allowed to recruit Misfit Care Specialists for employment.

## 5. Privacy

For information about how The Misfit Mamas, Inc. collects, uses, and shares your personal data, please check out our **Privacy Policy**.

## 6. Third party stores; premium services; in-app purchases

The Misfit Mamas, Inc. may be dependent on and/or interoperate with third-party owned and/or operated platforms and services, e.g., Apple (iTunes, etc.), Google, etc. (each, a “Third Party Platform”) and may require that you be a registered member of such Third Party Platforms and provide certain account credentials and other information in order to access the App. By using the App, you agree to comply with any applicable terms, conditions or requirements promulgated by any provider of a Third Party Platform (e.g., Facebook’s Terms of Use, iTunes Store Terms of Use, etc.).

We may make certain products and/or services available to users of the App in consideration of a subscription fee or other fees (“Premium Services”), including the ability to purchase products, services and enhancements, such as the ability to extend your matches, preview connection requests or boost your profile (“In-App Products”). If you choose to use Premium Services or purchase In-App Products, you acknowledge and agree that additional terms may apply to your use of, access to and purchase of such Premium Services and In-App Products, and such additional terms are incorporated herein by reference. You may purchase Premium Services and In-App Products through the following payment methods (each, a “Premium Payment Method”):

1. We may make certain products and/or services available to users of the App in consideration of a subscription fee or other fees (“Premium Services”), including the ability to purchase products, services and enhancements, such as the ability to extend your matches, preview connection requests or boost your profile (“In-App Products”). If you choose to use Premium Services or purchase In-App Products, you acknowledge and agree that additional terms may apply to your use of, access to and purchase of such Premium Services and In-App Products, and such additional terms are incorporated herein by reference. You may purchase Premium Services and In-App Products through the following payment methods (each, a “Premium Payment Method”):

Once you have requested a Premium Service or In-App Product, you authorize us to charge your chosen Premium Payment Method. Your payment is non-refundable in all circumstances, including if your account is suspended



or closed by you or us for whatever reason. We may make an exception if the laws applicable to your jurisdiction provide for refunds.

If payment is not received by us from your chosen Membership Payment Method, you agree to promptly pay all amounts due upon demand by us. If you want to cancel or change your Membership Payment Method at any time, you can do so either via the payment settings option under your profile or by contacting your mobile service provider. If your chosen Membership Payment Method is via your mobile service provider, then please check with them about their payment terms, as their payment terms will govern how payments to The Misfit Mamas, Inc. are made as well as how such payments may be changed or canceled. Your subscription to The Misfit Mamas, Inc. Membership Services will automatically renew until you decide to cancel in accordance with such terms. In the event of a conflict between a Third Party Store's terms and conditions and these Terms, the terms and conditions of the Third Party Store or service provider shall govern and control. We are not responsible and have no liability whatsoever for goods or services you obtain through the Third Party Store, our third-party service providers or other websites or web pages. We encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online transaction with any of these third parties.

## **7. Disclaimer of liability**

Your use of The Misfit Mamas, Inc. is at your sole risk. Our Content, materials and information on The Misfit Mamas, Inc. are provided on an "as is" basis and "as available" basis, for general information purposes only and without any promises, conditions, warranties or other terms of any kind. The Misfit Mamas, Inc. and the Member Content and Our Content is not intended to provide specific advice to any user, as such you should not rely on the information provided. The Misfit Mamas, Inc. is not a substitute for professional medical care, you should always seek advice from a qualified medical doctor or other healthcare professional. We do not endorse any Member Content provided on The Misfit Mamas, Inc. nor any specific products, processes, service providers, diets, or other information that may be mentioned on the website.

We make reasonable efforts to update the information on the website, however we do not represent, warrant or guarantee that the content on the website is accurate, complete or up-to-date. We also do not warrant or represent that the information or materials available through the website will meet your particular requirements or needs or that access to, or use of, the same will be uninterrupted or completely secure. The information contained in the website, including any Member Content, may contain inaccuracies or errors. We are not required to update the website or to correct any inaccuracies which may become apparent, but will be entitled to do so if we wish without notice to you.

## **8. Limitation of liability**

You expressly understand and agree that we will not be liable for any indirect, incidental, special, consequential, exemplary damages, or damages for direct or indirect loss of profits, or loss of goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages), whether based on contract, tort, negligence, strict liability or otherwise, resulting from: (i) the use or the inability to use the service; (ii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; or (v) any other matter relating to the service. In no event will our total liability to you for all damages, losses or causes of action exceed the amount you have paid us in the last six (6) months, or, if greater, one hundred dollars (\$100)]. Nothing in these terms of service will in any way exclude or limit a party's liability to the other party for: (a) death or personal injury caused by that party's negligence; (b) fraud or fraudulent misrepresentation; and/or (c) any other matter for which it would be illegal to exclude or attempt to exclude its liabilities.

The terms were last updated on: 16 January, 2024

Have questions or feedback? Email us at [info@themisfitmamasinc.org](mailto:info@themisfitmamasinc.org)

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## **Withdrawal Form**

To The Misfit Mamas, Inc. (The Misfit Mamas, Inc., 125 Main Street, PO BOX 629, Southington CT 06489):

I hereby give notice that I withdraw from my contract of sale for the provision of the Membership Services

Ordered on:

Name of consumer:

Address of consumer:

Signature of consumer (only if this form is notified on paper):

Date: