

Luscious Letdown
Course Enrollment Agreement
TERMS AND CONDITIONS OF USE
Service Contact: info@lusciousletdown.com

PLEASE READ THESE TERMS AND CONDITIONS OF USE (“Terms”) CAREFULLY.

These Terms set forth the legally binding terms and conditions that govern your access to and use of the PROGRAM. If you do not agree with all the provisions of these Terms, do not access and/or use the PROGRAM. By accessing or using the PROGRAM, you are accepting these Terms on behalf of yourself and/or the entity you represent.

PROGRAM DESCRIPTION

This PROGRAM is a learning opportunity to acquire the knowledge and skill needed to breastfeed your baby. The content in this PROGRAM adheres to the guidelines and recommendations published by The American Pediatric Association, [United States Lactation Consultant Association](#) and [La Leche League International](#). The PROGRAM combines theory with knowledge gained from practicing as a certified lactation consultant. The information provided in the PROGRAM is not a guarantee of performance. Every Breastfeeding Journey is different and results are dependent on a large number of variables including mother’s breastfeeding goals, time, commitment as well as health status of mom and baby. You acknowledge that the prior success of others does not guarantee your success.

Results and representations made by Luscious Letdown are aspirational statements only of your results potential. Your results may vary and will be based on your individual capacity, experience, expertise, and level of desire. There are no guarantees concerning the level of success you may experience. There is no guarantee that you will improve breastfeeding, make more milk or fix breastfeeding problems and you accept the risk that the results and benefits differ by individual. Each individual’s success depends on his or her background, dedication, desire and motivation.

Luscious Letdown is not responsible for your actions. The use of our information, products and services should be based on your own due diligence and you agree that Luscious Letdown is not liable to you in any way for results that are directly or indirectly related to the purchase and use of our information, products, and services.

ENROLLMENT AGREEMENT BETWEEN YOU AND Luscious Letdown

Luscious Letdown agrees to provide the PROGRAM to you conditioned on your acceptance without modification of these Terms. In addition, when using this PROGRAM, you are subject to any rules, policies and procedures applicable to the PROGRAM, which may be posted and modified from time to time in the course materials. All such rules, policies and procedures are hereby incorporated into these Terms by this reference.

YOUR ACCOUNT

You may not set up an account and access the PROGRAM if you are not at least 18 years old. If you are under 18 years of age, you may use the Program only with the involvement of a parent or guardian. Luscious Letdown reserves the right to refuse service, terminate accounts, remove or edit content, or cancel enrollments at its sole discretion.

PAYMENT TERMS

In order to enroll in the PROGRAM, you must pay the tuition amount in full or make your first payment under the Luscious Letdown payment plan option. If you choose to pay in accordance with the Luscious Letdown payment plan, you agree to abide by the terms of the payment plan. If your tuition balance is not paid in full in accordance with the payment plan program, you authorize Luscious Letdown to charge the balance of the tuition amount to your payment method on file. All payments of tuition must be paid using a credit card, debit card or other payment method acceptable to Luscious Letdown. If payment to Luscious Letdown is not made within thirty (30) days of the due date, you agree to pay interest on the unpaid balance at a rate equal to the lesser of (a) eighteen percent 18% per annum or (b) the highest default rate allowed by law, on all tuition fees which remain outstanding. You also agree that you will pay any collection costs associated with the recovery of tuition fees, including but not limited to court costs, attorney fees and interest. Luscious Letdown reserves the right to report unpaid account balances beyond 30 days to the credit bureau and any of the credit reporting agencies.

REFUND POLICY

If you start the Program and do not feel like it is working for you, you may return it at no cost to you within 14 days of your purchase. Luscious Letdown's refund policy is only available if you have completed the course and have not benefited in any way from the information found in the course. You will have to send an email describing what you've implemented and explain your situation, why the course was not beneficial for you. If these conditions are met, you may return the PROGRAM by contacting our Client Services team at info@lusciousletdown.com to request a refund. Unfortunately, if you have not met the refund policy conditions, Luscious Letdown cannot offer you a refund.

USE AND PROTECTION OF PASSWORD AND ID

In order to access the PROGRAM, you will need a username and a password (your "Login Credentials"). You agree not to share your Login Credentials with anyone. You also agree to protect the security and confidentiality of your Login Credentials. If necessary or advisable, you agree to change your Login Credentials. You acknowledge and agree that as between you and Luscious Letdown you are solely responsible for all access to and use of the PROGRAM by anyone using your Login Credentials whether or not such access to and use of the PROGRAM is actually authorized by you, including without limitation, all communications and transmissions and all obligations (including financial obligations for purchases) that may result from such access or use. You agree to immediately notify Luscious Letdown of any unauthorized use of your Login Credentials.

NO UNLAWFUL OR PROHIBITED USE

As a condition of your use of the PROGRAM, you warrant to Luscious Letdown that you will not use the PROGRAM for any purpose that is unlawful or prohibited by these Terms. You may not use the PROGRAM in any manner that could damage, disable, overburden, or impair Luscious Letdown or interfere with any other party's use and enjoyment of the PROGRAM. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the PROGRAM. You shall not print, reproduce, or copy the PROGRAM or any materials, data, documentation, books, images, graphics, or digital assets related to the PROGRAM without the express permission of Luscious Letdown

USE OF COMMUNICATION SERVICES

The PROGRAM may provide access to bulletin board services, chat areas, social media groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a private group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the PROGRAM topics. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic, name, material, or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless the PROGRAM specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes, or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations, or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines that may be applicable for any particular Communication Service or by Luscious Letdown
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations.

Luscious Letdown has no obligation to monitor the Communication Services. However, Luscious Letdown reserves the right to review materials posted to a Communication Service

and to remove any materials in its sole discretion. Luscious Letdown reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever. Luscious Letdown reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, in Luscious Letdown's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. Luscious Letdown does not control or endorse the content, messages or information found in any Communication Service and, therefore, Luscious Letdown specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Luscious Letdown spokespersons, and their views do not necessarily reflect those of Luscious Letdown. Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

SYSTEM REQUIREMENTS

Use of the PROGRAM requires Internet access, audio manager software or other software allowing the downloading and storing of audio and audio-visual files in MP3 or other digital format (the "Software"), and, for certain downloadable content, a compatible player device (the "Device"). Luscious Letdown may, at any time and from time to time, in its sole discretion, modify, revise, or otherwise change the system requirements and the format of any downloadable content, in whole or in part, without notice or liability to you. Your ability to use the PROGRAM may be affected by the performance of the Software, the Device, or your Internet connection. You acknowledge and agree that it is your sole responsibility to comply with the system requirements of your Software and Device, as in effect from time to time, and to maintain, update, and upgrade your Software and Devices, including the payment of all Internet access, Software, and Device fees, without recourse to Luscious Letdown

LINKS TO THIRD PARTY SITES

The PROGRAM may contain links to other Third Party Sites ("Linked Sites"). The Linked Sites are not under the control of Luscious Letdown, and Luscious Letdown is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Luscious Letdown is not responsible for webcasting or any other form of transmission received from any Linked Site. Luscious Letdown may provide links to you only as a convenience, and the inclusion of any link does not imply endorsement by Luscious Letdown of the site or any association with its operators.

COURSE CANCELLATION/TERMINATION/ACCESS RESTRICTION

Luscious Letdown reserves the right, in its sole discretion, to terminate your access to the PROGRAM and the related services or any portion thereof at any time, with or without notice, and without refund, if it has reason to believe you have violated these Terms, including without

limitation, the payment of tuition when due. Occasionally, due to various circumstances, Luscious Letdown may change course schedules, experience system downtime, or cancel the PROGRAM. If the PROGRAM in which you have enrolled is cancelled and you are not able to reschedule into another PROGRAM that is acceptable to you, Luscious Letdown will refund all of the tuition you have paid and Luscious Letdown will have no further liability to you with regard to the cancelled PROGRAM. Upon cancellation, you agree to return all PROGRAM materials to Luscious Letdown in accordance with its policy.

These Terms limit the remedies available to you in the event of a dispute.

LIABILITY DISCLAIMER

THE INFORMATION AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE PROGRAM MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION IN THE PROGRAM. Luscious Letdown MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PROGRAM AT ANY TIME. ADVICE RECEIVED VIA THE PROGRAM SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, PSYCHOLOGICAL, LEGAL, OR FINANCIAL DECISIONS, AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION.

Luscious Letdown MAKES NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SERVICES, AND RELATED GRAPHICS CONTAINED IN THE PROGRAM FOR ANY PURPOSE, AND IS NOT LIABLE FOR ANY ERROR OR OMISSION THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND.

Luscious Letdown HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SERVICES, AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Luscious Letdown BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA, OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE PROGRAM, WITH THE DELAY OR INABILITY TO USE THE PROGRAM OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SERVICES, AND RELATED GRAPHICS OBTAINED THROUGH THE PROGRAM, OR OTHERWISE ARISING OUT OF THE USE OF THE PROGRAM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF Luscious Letdown HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROGRAM, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE PROGRAM.

INTELLECTUAL PROPERTY

As a user of the PROGRAM, you acknowledge and agree that Luscious Letdown is the sole owner of all right, title and interest in the PROGRAM and any and all Intellectual Property (as defined below) related thereto. Luscious Letdown reserves all rights in and to any and all Intellectual Property, and in the event that any such rights vest in you or any of your respective representatives, you hereby irrevocably and unconditionally assign, and shall cause all such representatives to irrevocably and unconditionally assign, to Luscious Letdown all such rights. No right, license, or transfer of ownership of any Intellectual Property is granted or shall be granted by implication. All rights, licenses and transfers of ownership (if any) are granted only as expressly provided in these Terms. You may not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the PROGRAM.

“Intellectual Property” means, with respect to Luscious Letdown (a) all processes (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures filed in any jurisdiction, together with all reissuances, continuations, divisionals, continuations-in-part, revisions, extensions, and reexaminations thereof; (b) all trademarks, service marks, trade dress, and design marks (including, without limitation, domain names, uniform resource locators, logos, and slogans), including all goodwill associated therewith, and all applications, registrations, and renewals in connection therewith; (c) all videos, checklists, downloads, audio files, materials, works of authorship and other copyrightable works, and all copyrights subsisting under the applicable laws of any jurisdiction, and all application, registrations, and renewals in connection therewith; and (d) all trade secrets (including, without limitation, ideas, research and development, know-how, formulas, compositions, business practices, object code, source code, software, hardware, systems, techniques, tools, solutions, processes, procedures, methods, methodologies, applications, day-to-day business operations, technical data, designs, drawings, specifications, pricing, cost and financial information, and business and marketing plans and proposals). For the avoidance of doubt, Intellectual Property includes any and all additions, modifications, derivative works, and improvements thereto.

The name, Luscious Letdown, our logo, and any of our slogans and other trademarks and service marks are trademarks and service marks of Luscious Letdown . The use of any other trademark or service mark is not authorized by, sponsored by, or associated with Luscious Letdown and is for purposes of description and identification only. You shall not use, duplicate,

distribute, modify, reproduce, transmit, or take any other action with respect to our trademarks or service marks without our express prior written consent.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement under United States copyright law should be provided to Luscious Letdown 's Copyright Agent at the following address:

Copyright Agent

Nela Duprat

Osteen, FL 32764

info@lusciousletdown.com

All infringement claims must be in writing (either electronic mail or paper letter) and must include substantially the following:

1. A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf;
2. Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail address;
5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

MODIFICATION OF THESE TERMS

Luscious Letdown reserves the right to change these Terms, including but not limited to changes associated with the use of the PROGRAM. Notwithstanding the foregoing, these Terms may not be modified orally or varied by an employee of Luscious Letdown who is not an authorized representative of Luscious Letdown .

GENERAL

To the maximum extent permitted by law, these Terms are governed by the laws of the State of Florida, U.S.A. and you hereby consent to the exclusive jurisdiction and venue of courts in Jacksonville, Florida, U.S.A. in all disputes arising out of or relating to the use of the PROGRAM. Use of the PROGRAM is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including without limitation this paragraph.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Luscious Letdown as a result of these Terms or use of the PROGRAM.

Luscious Letdown's performance in accordance with these Terms is subject to existing laws and legal process, and nothing contained in these Terms is in derogation of Luscious Letdown's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the PROGRAM or information provided to or gathered by Luscious Letdown with respect to such use.

If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision is deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of the Terms shall continue in effect.

Unless otherwise specified herein, these Terms constitute the entire agreement between you and Luscious Letdown with respect to the PROGRAM, and these Terms supersede all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Luscious Letdown with respect to the PROGRAM.

A printed version of the Terms and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish of the parties that these Terms and all related documents be drawn up in English.

You represent and warrant that you have the right, authority, and capacity to enter into these Terms on behalf of yourself and/or an entity that you represent. By clicking the button below you are agreeing to these Terms.