



Website Terms and Conditions of Use

Last Updated: February 27, 2023

Effective: July 20, 2021

This page states the Terms and Conditions under which you, the website visitor (hereinafter “you” or “visitor”), may use this site, the content of which is owned by or licensed to Pump with Purpose, LLC. By using this site, you agree to be bound by all of the Terms and Conditions set forth below. If you do not accept these Terms and Conditions, please do not use this site. Pump with Purpose, LLC may, at its sole discretion, revise these Terms and Conditions at any time; therefore, you should visit this page periodically to review the Terms and Conditions.

Pump with Purpose, LLC seeks to: help you reach your pumping goals by offering virtual lactation counseling with a focus on pumping, local pump rentals, and online merchandise shop.

Although Pump with Purpose, LLC strives for timeliness and accuracy in all of its materials, Pump with Purpose, LLC makes no representations, warranties, or assurances as to the availability, accuracy, currency, or completeness of this site or its contents. Pump with Purpose, LLC shall not be liable for any damages or injury resulting from your access to, inability to access, or use of this site, including, without limitation, any damages or injury arising from any links to other sites contained within or referred to in this site.

Privacy

Pump with Purpose, LLC is committed to preserving your right to privacy. Pump with Purpose, LLC does not collect identifying information about you (such as your name, address, telephone number, or email address) unless you voluntarily submit that information to us through our Contact Us page, our newsletter subscription pages, or other means.

Please do not provide any confidential information (including health information) to us via electronic communication. Any information you do submit will not be sold to any third parties. If we publish any information you provide to us on the website, we will only disclose personally identifiable information agreed upon by you.

Cookies

We use "cookies" on this site. A cookie is a piece of data stored on a site visitor's hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance the experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Information Collection

We receive, collect and store any information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

Collecting information

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated above only.

Collection of personal information

We collect such Non-personal and Personal Information for the following purposes:

- To provide and operate the Services;
- To provide our Users with ongoing customer assistance and technical support;
- To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
- To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
- To comply with any applicable laws and regulations.

Store, use, share and disclose of site visitors' personal information

Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

Communication with site vendors

We may contact you to notify you regarding your account, to troubleshoot problems with your account, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our User Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

Withdraw consent

If you are concerned about the information You have provided to Pump with Purpose, LLC or would like to review, update, or delete that information, please contact us at contact@pumpwithpurpose.com. Pump with Purpose, LLC will make reasonable efforts to comply with your wishes. If you don't want us to process your data anymore, please contact us at contact@pumpwithpurpose.com.

Privacy policy updates

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

Questions and contact information

If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at contact@pumpwithpurpose.com.

Contact Us and "Ask an Expert"

The Contact Us page is the primary means of communication with <Pump with Purpose, LLC for a website visitor. Website visitors may use the Contact Us page to send questions or content suggestions to us. Any health information submitted through the Contact Us pages is not stored in a way that is personally identifiable. We may, unless you indicate otherwise, store, edit, and excerpt your email for use in Q&As, presentations, analyses, and other similar purposes. In these cases, we will delete any content that would specifically identify you as the writer of the email. The information provided through the Website is for educational purposes only and should not be considered medical advice. It is not meant to replace the advice of the physician who cares for you or your child. All medical advice and information should be considered to be incomplete without a physical exam, which is not possible without a visit to your doctor.

Health Disclaimer

No Medical or Mental Health Advice

You expressly acknowledge that everything on this website, including all text, photographs, images, illustrations, graphics, audio, video and audio-video clips, and other material, is for informational purposes only and is not medical, nutrition, fitness, or mental health advice. Nothing on this website is a substitute for professional medical or mental health advice,

diagnosis, or treatment. Always seek the advice of a physician or other qualified health provider with any questions you may have regarding your medical or mental health condition. Please consult with that provider prior to making any health-related changes for yourself or others. You are solely responsible for the effects of any changes you make to your lifestyle after reading this website.

The transmission and receipt of any content, in whole or in part, or communication via the internet, e-mail or other means does not constitute or create a healthcare professional relationship between you and Pump with Purpose, its affiliates or any third party.

If you have a medical emergency or are suicidal, call 911, a doctor, or your local hotline immediately.

Never disregard professional medical or mental health advice, delay in seeking such advice, or alter an existing treatment plan (including medications) because of something you have read on this website.

This website does not recommend or endorse any specific tests, physicians, products, procedures, opinions, or treatments. If you rely on any information provided by this website, you do so solely at your own risk. By using this website, you acknowledge that the operator of this website bears no responsibility for any actions you take after reading the contents of this website and is not liable for the consequences of any of those actions. This website is provided on an “as is” basis. This means the operator of this website provides no warranties about any of its content and that you assume full responsibility for any way you choose to use that content.

We may periodically provide information concerning fitness and athletic activities. you expressly acknowledge and agree that such activities carry certain inherent and significant risks of property damage, bodily injury or death and that you voluntarily assume all known and unknown risks associated with these activities, even if caused in whole or part by our action, inaction or negligence or by the action, inaction or negligence of others. We strongly recommend that you consult with your physician or other healthcare provider before beginning any new fitness program or engaging in any new athletic activities.

No Client-Lactation Professional Relationship

The operator of this website is not part of a client-lactation professional relationship with you. Neither the operator of this website nor anyone else on this website can provide any therapy services to you. Any courses available on this website are for informational purposes only. Everyone’s reaction to a particular course will be different, and the courses cannot offer advice specific to your situation. By participating in a course, class, or in the community on this website, you acknowledge that there is no guarantee of any particular result.

Community Platform + Social Media Policy

This is a supportive online community, not a confidential relationship. By using this website or our social media platforms, you acknowledge that there are no specific confidentiality

protections for any information in posts you make or messages you send, including direct messages.

Recorded Sessions

Website operator records live class sessions and makes the recording available on our course site. This will be both an audio and a visual recording.

This means:

1. If you participate with your video on or use a profile picture, you are agreeing to have your video and/or image recorded.
2. If you participate by speaking, you are agreeing to have your voice recorded.
3. If you participate by making comments in the chat feature, you are agreeing to have your name and comments recorded.

If you do not want your profile or video image recorded, turn off your video and remove your profile image. If you do not want your voice recorded, mute your microphone. If you do not want your name and comment(s) recorded, do not use the chat feature.

By participating in these sessions, you agree to let the website operator use the videos in any way they see fit.

Duty to Report

If there is suspicion or evidence of child or elder abuse and/or that you present as a danger to yourself or others, website operator has an ethical obligation to report you to the proper authorities.

Medical Disclaimer

The information on this site is not intended or implied to be a substitute for professional medical advice, diagnosis, or treatment. Pump with Purpose, LLC makes no representation and assumes no responsibility for the accuracy of information contained on or available through this website, and such information is subject to change without notice. All information provided on the website is general information provided for educational purposes. You are encouraged to confirm any information obtained from or through this website with other sources, and review all information regarding any medical condition or treatment with your child's physician. Never disregard professional medical advice or delay medical treatment because of something you have read on this website.

Newsletters

The only personally identifiable information that is actively collected by Pump with Purpose, LLC is email addresses of individuals who opt-in to our newsletter programs. These email addresses are only used for delivering our newsletters. Users may remove their email address from our list by using the unsubscribe link provided at the bottom of each newsletter.

User Submissions

Pump with Purpose, LLC welcomes your comments on its site and content. However, you acknowledge that if you send us suggestions, ideas, notes, drawings, concepts, photographs, or other information (collectively, the “Information”), the Information shall be deemed, and shall remain, the property of Pump with Purpose, LLC. By submission of any Information to us, you assign to us and we shall exclusively own all now known or hereafter existing rights to such Information and shall be entitled to unrestricted use of the Information for any purpose whatsoever, commercial or otherwise, without compensation to you.

As a user of this site, you are responsible for your own communications and are responsible for the consequences of their posting. Therefore, do not do any of the following: transmit to us material that is copyrighted, unless you are the copyright owner or have the permission of the copyright owner to post it; send material that reveals trade secrets, unless you own them or have the permission of the owner; send material that infringes on any other intellectual property rights of others or on the privacy or publicity rights of others; send material that is obscene, defamatory, threatening, harassing, abusive, hateful, or embarrassing to another user or any other person or entity; send sexually explicit images; send advertisements or solicitations of business; send chain letters or pyramid schemes; or impersonate another person.

Pump with Purpose, LLC reserves the right to expel users and prevent their further access to this site for violating these terms or the law and reserves the right to remove any communications from this site. The violation of any of the terms and conditions set forth on this Terms and Conditions page shall result in the immediate revocation of your right to use the content and obligates you to immediately destroy any copies of the content in your possession.

Links

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Disclaimer of Warranties

Pump with Purpose, LLC does not warrant that the site will operate error-free or that the site or its server are free of computer viruses or other harmful material. If your use of the site or the site’s material results in the need for servicing or replacing of equipment or data, Pump with Purpose, LLC shall not be responsible for those costs. This site and its material are provided on an “as is” basis without any warranties of any kind. Pump with Purpose, LLC, to the fullest extent permitted by law, disclaims all warranties, including the warranty of merchantability, non-infringement of third parties’ rights, and the warranty of fitness for a particular purpose.

Disclaimer of Consequential Damages

In no event shall Pump with Purpose, LLC, its medical consultants, or any third parties mentioned in the site content be liable for any damages whatsoever (including, without limitation, incidental, consequential, or punitive damages, lost profits, or damages resulting from lost data or business interruption) resulting from the use or inability to use material on this website or sites linked to this website whether based on warranty, contract, tort, or any other legal theory, and whether Pump with Purpose, LLC is advised of the possibility of such damages.

Use of Site Material

The contents of this site, including, without limitation, text, graphics, images, and other content (the “Content”) are owned by or licensed to Pump with Purpose, LLC and are protected by copyright under both United States and foreign laws. Unauthorized use of the Content violates copyright, trademark, and other laws. You agree to retain all copyright and other proprietary notices contained in the original Content on any copy you make of such material. You may not sell or modify our Content or reproduce, display, distribute, or otherwise use the Content in any way for any public or commercial purpose. Use of the Content on any other website or in a networked environment is prohibited.

Miscellaneous

This site originates from within the United States. Pump with Purpose, LLC does not claim that the Content on this site is appropriate or may be used outside of the United States. Access to the Content may not be legal by certain persons or in certain countries. If you access the site from outside the United States, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

These Terms and Conditions are governed by the substantive laws of the State of Virginia, without respect to its conflict of laws principles. You agree to submit to the jurisdiction of the courts situated in the State of Virginia with respect to any dispute, disagreement, or cause of action related to or involving this site. If any provision is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms and Conditions, which shall remain in full force and effect. No waiver of any of these Terms and Conditions shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided elsewhere in this site, these Terms and Conditions constitute the entire agreement between you and Pump with Purpose, LLC with respect to your use of this site.

Website owner, the offering, and binding of Terms

This website is owned and operated by Pump with Purpose LLC. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors lactation counseling services, pump rentals, and merchandise. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

Who can use your website

In order to use our website and/or receive our services, you must be at least 18 years of age, or of the legal age of majority in your jurisdiction, and possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

Key commercial Terms offered to customers

When buying an item, you agree that: (i) you are responsible for reading the full item listing 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 prices we charge for using our services / for our products are listed on the website. We reserve the right to change our prices for products displayed at any time, and to correct pricing errors that may inadvertently occur. Additional information about pricing and sales tax is available on the payments page.

Returns and Refunds

All sales are final.

Retention of right to change offering

We may, without prior notice, change the services; stop providing the services or any features of the services we offer; or create limits for the services. We may permanently or temporarily terminate or suspend access to the services without notice and liability for any reason, or for no reason.

Warranties & responsibility for services and products

When we receive a valid warranty claim for a product purchased from us, we will either repair the relevant defect or replace the product. If we are unable to repair or replace the product within a reasonable time, the customer will be entitled to a full refund upon the prompt return of the product to us. We will pay for shipment of repaired or replaced products to customer and customer will be responsible for return shipment of the product to us.

Ownership of intellectual property, copyrights and logos

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Pump with Purpose LLC. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

Right to suspend or cancel user account

We may permanently or temporarily terminate or suspend your access to the service without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations. You may discontinue use and request to cancel your account and/or any services at any time. Notwithstanding anything to the

contrary in the foregoing, with respect to automatically-renewed subscriptions to paid services, such subscriptions will be discontinued only upon the expiration of the respective period for which you have already made payment.

Indemnification

You agree to indemnify and hold Pump with Purpose, LLC harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

Limitation of liability

To the maximum extent permitted by applicable law, in no event shall Pump with Purpose LLC, be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the service.

To the maximum extent permitted by applicable law, Pump with Purpose, LLC assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

Right to change and modify Terms

We reserve the right to modify these terms from time to time at our sole discretion. Therefore, you should review these pages periodically. When we change the Terms in a material manner, we will notify you that material changes have been made to the Terms. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website or the service.

Promotional emails and content

You agree to receive from time-to-time promotional messages and materials from us, by mail, email or any other contact form you may provide us with (including your phone number for calls or text messages). If you don't want to receive such promotional materials or notices – please just notify us at any time.

Preference of law and dispute resolution

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of [United States, Virginia], without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in Prince William County, Virginia. The application of

the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.