

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

The information and Services provided on this website are strictly for 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. 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 and wellness is constantly evolving. We will continue to strive to provide you with the most up to date information.

BY USING THIS WEBSITE AND SERVICES YOU ACKNOWLEDGE THAT YOU ARE SOLELY AND PERSONALLY RESPONSIBLE FOR YOUR OWN HEALTH AND WELL BEING and that of your child. YOU ACKNOWLEDGE THAT BY RELYING ON THE INFORMATION CONTAINED IN THIS WEBSITE AND THE ASSOCIATED SERVICES, YOU DO SO AT YOUR OWN RISK AND ABSOLVE Ahoy Baby, 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

By using our Services, you represent and warrant that:

- You are at least the age of 18

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
- Disclose private or proprietary information that you do not have permission to disclose;
- Copy, change, distribute, or develop any derivative works from Ahoy Baby, LLC 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 Ahoy Baby, LLC's prior written consent;
- Damage our Platforms by injecting viruses and other harmful code into our Platforms;
- Use our Services for any harmful, illegal, or disreputable purpose

3. CONTENT RIGHTS

Ahoy Baby LLC 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. All rights, title, and interest to Our Content remains with us at all times.

4. SERVICES ARE STRICTLY EDUCATIONAL

Services may include but are not limited to educational classes/workshops concerning health and wellness. 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 OR PHYSICAL THERAPY SERVICES. Ability to join a class may be conducted through technological channels including, but not limited to, Zoom, Instagram video, or Facetime which may or may not be secure networks.

5. REFUNDS

All purchases are nonrefundable. Ahoy Baby, LLC may provide user with a credit to be used for an additional product/service sold on the Website.

6. DISCLAIMER

Ahoy Baby, 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). Ahoy Baby LLC DOES NOT REPRESENT OR WARRANT THAT (A) OUR SERVICES WILL ALWAYS BE AVAILABLE, SECURE, OR ERROR-FREE.

Ahoy Baby, 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 Ahoy Baby, LLC 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 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.

7. ADS AND THIRD-PARTY CONTENT

Ahoy Baby, LLC 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. 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. Ahoy Baby, LLC is not responsible or liable for such third parties' terms or actions.

8. LIMITATION OF LIABILITY

Ahoy Baby, LLC's liability is limited to the maximum extent by applicable law.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL Ahoy Baby LLC, 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 Ahoy Baby LLC HAS BEEN NOTIFIED OF THE PROSPECT OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL Ahoy Baby, LLC's AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS PERTAINING TO THE SERVICES EXCEED THE AMOUNT PAID, IF ANY, BY YOU TO FOR THE SERVICES WHILE YOU HAVE AN ACCOUNT.

THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS SECTION 9 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.

10. 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 Ahoy Baby, LLC Customer Service so we can work to rectify the situation together. In the event that you decide to pursue a claim against Ahoy Baby, LLC, these terms will apply. The parties agree to not file in state or federal court but instead be bound to binding arbitration in the State of Massachusetts using the rules outlined by the American Arbitration Association and Massachusetts law will apply.

11. 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](#).

12. ENTIRE AGREEMENT

The entirety of your agreement with Ahoy Baby, LLC concerning your use of our Services is encompassed by these Terms, the [Privacy 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 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 Ahoy Baby, LLC in any capacity.