

### TERMS AND CONDITIONS

By purchasing this product you (herein referred to as "Client") agrees to the follow terms stated herein.

You are purchasing access for one (1) person to Baby Got Booked (referred to below as the "The Baby Got Booked Course," the "Baby Got Booked Program," "Baby Got Booked" or the "Program") from Geeta Nadkarni Media Inc. (the "Company," "we," or "us"). You must be at least 13 years of age or older to purchase access to the Baby Got Booked Course. Children under the age of majority should review this Agreement with their parent or legal guardian.

The Baby Got Booked Product includes course content and materials, other information and materials furnished by the Company (collectively, "Content") and access to a website for members of the Program (the "Site"). By purchasing access to the Baby Got Booked Product, you and the Company hereby agree to these Terms and Conditions of Purchase and the Company's Terms of Use and Privacy Policy (collectively, this "Agreement") following legal terms and conditions that govern your use of the Baby Got Booked Product and that form a legal agreement between you and the Company. In the event of any conflict between these Terms and Conditions of Purchase and the Terms of Use or Privacy Policy, these Terms and Conditions of Purchase shall control.

THE SECTIONS BELOW TITLED "BINDING ARBITRATION" AND "CLASS ACTION WAIVER" CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER. THEY AFFECT YOUR LEGAL RIGHTS. PLEASE READ THEM.

## INTELLECTUAL PROPERTY

You agree that the Baby Got Booked Product contains proprietary Content that is owned by the Company and/or its licensors and is protected by copyright, trademark and other applicable intellectual property laws. Duplicating, sharing or uploading Product files to sharing sites is considered stealing, and the Company will prosecute such misconduct to the fullest extent permitted by law.

The Company provides you with the Baby Got Booked Product solely for your personal, noncommercial use, and you agree that you will not use such proprietary Content in any way whatsoever except for use in compliance with this Agreement. You will not use the Baby Got Booked Product or the Content available in the Product in a manner that constitutes an infringement of the Company's rights or that has not been authorized in writing by the Company. More specifically, unless explicitly authorized in this Agreement, you may not modify, copy, reproduce, republish, upload, post, transmit, rent, lease, loan, translate, sell, create derivative works, exploit, or distribute in any manner or medium (including by email or other electronic means) any material from the Baby Got Booked Product. You may, however, from time to time, download and/or print one copy of individual pages of the Site for your personal, noncommercial use, provided that you keep intact all copyright, trademark, and other proprietary notices.

To be clear: please be aware that you may not create derivative works, resource guides, marketing or business materials, source material, intellectual property, websites, blogs, web content, or any other works that reference the Company, Geeta Nadkarni, Baby Got Booked, or the Baby Got Booked Course Content, or infringe on any of the Company's intellectual property in any way. Any material that you create should be focused on your business, not ours. All copyrights in and to the Baby Got Booked Product (including the compilation of Content, postings, links to other internet resources, and descriptions of those resources) are owned by the Company and/or its licensors, which reserve all their respective rights in law or in equity. THE USE OF THE COMPANY'S BABY GOT BOOKED

PRODUCT, EXCEPT AS PERMITTED IN THIS AGREEMENT, IS STRICTLY PROHIBITED AND INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF THE COMPANY AND OTHERS AND MAY SUBJECT YOU TO CIVIL AND CRIMINAL PENALTIES, INCLUDING POSSIBLE MONETARY DAMAGES, FOR COPYRIGHT AND OTHER INFRINGEMENT.

Company trademarks, service marks, graphics, and logos used in connection with the Baby Got Booked Product are common law trademarks or registered trademarks of the Company. You are granted no right or license with respect to any of the aforesaid trademarks.

The Baby Got Booked Product includes access for one (1) person. Upon registration, you will receive/create one username, password, and member profile for course access and in the private member section of the Site as well as the exclusive directory listing.

If you would like to take Baby Got Booked Course along with a business partner or collaborator, you will need to each purchase the course individually. Additionally, if you are interested in having your assistant or your entire team take The Baby Got Booked Course, a separate membership will need to be purchased for each participating member.

Any and all forward looking statements here or on any of our sales material are intended to express our opinion of earnings potential. Many factors will be important in determining your actual results and no guarantees are made that you will achieve results similar to ours or anybody else's, in fact no guarantees are made that you will achieve any results from our ideas and techniques in our material.

# PRIVACY AND CONFIDENTIALITY

The Baby Got Booked Course Product is subject to the Company's Privacy Policy. The Company does not knowingly collect personal information from children under the age of 13 and does not wish to do so. The Company reserves the right to request proof of age so that it can verify that minors under the age of 13 are not using The Baby Got Booked Course Course Product.

We respect your privacy and must insist that you respect the privacy of other people that participate in the Program ("The Baby Got Booked Course Participants" or "Program Participants").

By purchasing access to the Program, you agree:

- not to infringe any copyright, patent, trademark, trade secret or other intellectual property rights of the Company or the Program Participants;
- that any confidential information shared by The Baby Got Booked Course Participants or any of the Company's representatives is confidential and proprietary and belongs solely and exclusively to the Participant who discloses it or to the Company;
- not to disclose such confidential information to any other person or use it in any manner other than in discussion with other The Baby Got Booked Course Participants during training sessions;
- that all Content provided to you by the Company is the Company's confidential and proprietary information and intellectual property, belong solely and exclusively to the Company, and may be used by you only as authorized by the Company;
- the reproduction, distribution and sale of the Content by anyone other than the Company is strictly prohibited; and
- that if you violate, or threaten to violate, any of your agreements contained in this paragraph we will be entitled to, among other things, injunctive relief to prohibit such violations.

While you are free to discuss your personal results from the Program and training, you must keep the experience and statements, oral or written, of all other participants in the strictest of confidence.

# BABY GOT BOOKED PRIVATE FACEBOOK GROUP & COMMUNITY RULES

No Solicitation Within The Baby Got Booked Course Member Area: The Baby Got Booked Course community is about learning how to get customers, but is not about trying to turn other Media Magnets into your customers. You are not permitted to offer your services, sell your programs or products, or invite Baby Got Booked Participants to join other social networks, groups, or programs. This is a space for learning and is a pitch-free, solicitation-free and sales-free environment. Sharing affiliate links within the Baby Got Booked Member Area is not permitted.

Your failure to comply with these terms will result in immediate termination of your participation in the Private Facebook Baby Got Booked page.

#### THIRD-PARTY MATERIALS AND WEBSITES

The Company may provide links to third-party materials and websites and establish a Facebook group as a convenience to you and other The Baby Got Booked Course Participants. These third-party materials and websites are not part of The Baby Got Booked Course Course and they may be either withdrawn or terminated at any time without any liability on the part of the Company. You agree that you will be responsible for all payment and other obligations associated with your use of any and all third-party materials and websites. In addition, you agree that the Company is not responsible for examining and evaluating the content and accuracy of any third-party materials and websites, and the Company does not warrant and will not have any liability or responsibility for any third-party materials or websites or for any other materials, products, or

services of third-parties. You further agree that you will not use any third-party materials and websites in a manner that would infringe or violate the rights of any other party and that the Company will not be liable for your improper use of third-party materials and websites.

# PAYMENT POLICY

You are responsible to pay for The Baby Got Booked Course Product in full (including all applicable sales and other taxes or fees) and for providing us with a valid credit card or other payment method. If you have selected a payment plan and you miss a payment, your account status will be changed to "delinquent." You will immediately lose access to all Modules and Bonuses and your access to the Site and all Content will be revoked seven (7) days after your payment declines. You will also not receive access to future updates of the Program as it's released until all payments are made in full.

If your account remains in delinquent status for longer than sixty (60) days, the Company reserves the right to report any delinquent balance owed to a credit reporting bureau and/or collections agency subject to the Company's sole discretion until the account is caught up and in good standing.

To be clear, The Baby Got Booked Course is not a "pay in part" program where you can pay only for access to certain Modules and not others. This is a full immersion program, and your payment plan is a convenience that we offer so that you can make the price sustainable.

### REFUND POLICY

Our commitment is to change people's businesses and lives. If you participate fully in the course for 30 days, watch the video modules, attend Group Coaching Calls, post in the private Facebook group and send out pitches, and you are not satisfied, you get a full refund by submitting your completed worksheets within the first 30 days after your initial purchase.

If you do all the assigned work within 30 (thirty) days and don't get value or feel your learning style doesn't match how we teach, we'll happily refund the money you've paid us under this Agreement less any external fees subject to the following conditions:

- Deadline to Apply for Refund. To be eligible for a refund, you must submit your request 30 days after you purchased the course. The deadline exists because if you sign up for The Baby Got Booked Course, we want you to get started. If you don't plan on starting right away but want to sign up now, we'd love to have you, but definitely make sure this is the right investment for you, as the refund does have a firm deadline.
- Completed Course Work. We'll ask for your completed course work (to make sure you gave it a go) and ask what didn't work for you (so we can learn and improve).
- Company Discretion. After you submit your materials, all refunds are within the Company's sole discretion as to whether to grant or deny the refund request.
- Please do not enroll in The Baby Got Booked Course if you just want to "check it out." We put an extraordinary amount of time and effort into this Program, and we expect you to do the same. The Baby Got Booked Course is for serious students only.
- Since online information products are delivered online immediately after the purchase, there are no refunds for those information products.

#### DISCLAIMER

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (I) THE BABY GOT BOOKED COURSE PRODUCT, THE SITE, THE CONTENT, AND ANY OTHER MATERIALS PROVIDED BY US HEREUNDER ARE PROVIDED "AS IS" AND "AS AVAILABLE;" AND (II) WE DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-

INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE IN CONNECTION WITH THE PRODUCTS.

When addressing financial matters in any of our websites, videos, newsletters, programs or other Content, we've taken all reasonable efforts to ensure that we accurately represent our programs and their potential to grow your business and improve your life. However, the Company does not guarantee that you will get any results or earn any money using any of our ideas, tools, strategies or recommendations, and nothing in the Program, Content, or Site is a promise or guarantee to you of future earnings.

YOU EXPRESSLY AGREE THAT YOUR USE OR INABILITY TO USE THE BABY GOT BOOKED COURSE PRODUCT IS AT YOUR SOLE RISK. By purchasing access to The Baby Got Booked Course Product, you accept, agree, and understand that you are fully responsible for your progress and results from your participation and that we offer no representations, warranties, or guarantees verbally or in writing regarding your earnings, business profit, marketing performance, audience growth, or results of any kind. You alone are responsible for your actions and results in life and business which are dependent on personal factors including, but not necessarily limited to, your skill, knowledge, ability, dedication, business savvy, network, and financial situation, to name just a few. You also understand that any testimonials or endorsements by our customers or audience represented on our programs, websites, content, landing pages, sales pages, or offerings have not been scientifically evaluated by us and the results experienced by individuals may vary significantly. Any statements outlined on our websites, programs, Content, and offerings are simply our opinion and thus are not guarantees or promises of actual performance. We offer no professional legal, medical, psychological, or financial advice.

Disputes; Choice of Law; Jurisdiction and Venue

1) THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF

QUÉBEC AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THE PROVINCE OF QUÉBEC (IN EACH CASE WITHOUT REGARD TO ITS CHOICE OF LAW PROVISIONS TO THE CONTRARY). THE PARTIES AGREE THAT ALL **PERFORMANCES** TRANSACTIONS UNDER THIS AGREEMENT WILL BE DEEMED TO HAVE OCCURRED IN THE PROVINCE OF QUÉBEC AND THAT YOUR ENTRY INTO AND PERFORMANCE OF YOUR OBLIGATIONS UNDER THIS AGREEMENT WILL BE DEEMED TO BE THE TRANSACTION OF BUSINESS WITHIN THE PROVINCE OF QUÉBEC. ACCORDINGLY, EACH PARTY HEREBY CONSENTS AND ATTORNS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS LOCATED IN THE PROVINCE OF QUÉBEC. AND TO VENUE WITHIN MONTREAL, QUEBEC, WITH REGARD TO DISPUTES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY ACTION OR PROCEEDING RELATING TO OR ARISING FROM THE AGREEMENT (OTHER THAN COLLECTION ACTIONS BY US RELATING TO AMOUNTS OWED BY YOU UNDER THIS AGREEMENT). YOU AND WE HEREBY JOINTLY AND SEVERALLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT. YOU AND WE EACH REPRESENTS TO THE OTHER THAT THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.

HEADINGS ARE INCLUDED FOR CONVENIENCE ONLY, AND SHALL NOT BE CONSIDERED IN INTERPRETING THIS AGREEMENT. THE AGREEMENT DOES NOT LIMIT ANY RIGHTS THAT WE MAY HAVE UNDER TRADE SECRET, COPYRIGHT, PATENT OR OTHER LAWS. OUR FAILURE TO ASSERT ANY RIGHT OR PROVISION UNDER THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER OF SUCH RIGHT OR PROVISION. NO WAIVER OF ANY TERM OF THIS AGREEMENT SHALL BE DEEMED A FURTHER OR CONTINUING WAIVER OF SUCH TERM OR ANY OTHER TERM.

2) LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS: (I) UNDER NO CIRCUMSTANCES SHALL THE COMPANY, ITS OWNERS, OFFICERS, EMPLOYEES, AFFILIATES, CONTRACTORS, OR

LICENSEES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE DAMAGES ARISING FROM OR THIS OUT AGREEMENT, INCLUDING YOUR USE OF THE BABY GOT BOOKED COURSE PRODUCT; AND (II) YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE BABY GOT BOOKED COURSE PRODUCT AND A REFUND AS SET FORTH IN SECTION 6. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE COMPANY'S LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

AS SET FORTH IN OUR PRIVACY POLICY, THE COMPANY SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH YOUR PURCHASE AND USE OF THE BABY GOT BOOKED COURSE PRODUCT, BUT YOU AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND THE COMPANY HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

- 3) NON-DISPARAGEMENT. You agree that you will not engage in any conduct or communications with a third party, public or private, designed to disparage the Company, The Baby Got Booked Course, or Geeta Nadkarni Media Inc., including, but not limited to, any remark, comment, message, information, declaration, campaign, communication, or other statement of any kind, whether verbal, in writing, electronically transferred, or otherwise, that might reasonably be construed to be derogatory, defamatory, libelous, or slander.
- 4) BINDING EFFECT. This Agreement shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators, and permitted assigns of the parties. You have no right to assign this Agreement, by operation of law or otherwise. The Baby Got Booked Course Product is a non-transferable program.

5) TERMINATION. The Company is committed to providing all customers in the Program with a positive Program experience. If you fail, or the Company suspects that you have failed, to comply with any of the provisions of this Agreement, the Company, in its sole discretion and without notice to you, may: (a) limit, suspend, or terminate your participation in The Baby Got Booked Course without refund or forgiveness of monthly payments; and/or (b) terminate this Agreement.

Your obligations to the Company under this Agreement will survive expiration or termination of this Agreement for any reason.

- 6) CHANGES. The Company reserves the right at any time to modify this Agreement and to impose new or additional terms or conditions on your use of The Baby Got Booked Course Product. Such modifications and additional terms and conditions shall be effective immediately and incorporated into this Agreement. Your continued use of The Baby Got Booked Course Course Product will be deemed your acceptance thereof. The changes may be listed in an area accessible to you on the Site or you may be notified by either e-mail or postal mail. If you have any questions, please contact our support department directly at team@babygotbooked.com.
- 7) INDEMNIFICATION. You agree to defend, indemnify, and hold harmless the Company, its owners, officers, employees, contractors, directors, licensors, related entities, affiliates, and successors from and against any and all liabilities and expense whatsoever, including, without limitation, claims, damages, judgments, awards, settlements, investigations, costs, attorneys' fees, and disbursements, which any of such parties may incur or become obligated to pay arising out of or resulting from your breach of this Agreement and/or your use of The Baby Got Booked Course Course Product. You shall defend the Company in any legal actions, regulatory actions, or the like arising from or related to this Agreement. You recognize and agree that all of the Company's owners, officers, employees, shareholders, trustees, affiliates, and successors shall not be held personally responsible or liable for any actions or representations of the Company.

- 8) CLASS ACTION WAIVER. You agree that any arbitration or proceeding shall be limited to the Dispute between us and you individually. To the full extent permitted by law, (i) no arbitration or proceeding shall be joined with any other; (ii) there is no right or authority for any Dispute to be arbitrated or resolved on a class action-basis or to utilize class action procedures; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.
- 9) EQUITABLE RELIEF. You acknowledge and agree that in the event of a breach or threatened violation of the Company's intellectual property rights and confidential and proprietary information by you, the Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Agreement. The Company may, without waiving any other remedies under this Agreement, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect its rights and property pending the outcome of the arbitration referenced above. You hereby irrevocably and unconditionally consent to the personal and subject matter jurisdiction of the Province of Québec and the federal laws of Canada applicable in the Province of Québec (in each case without regard to its choice of law provisions to the contrary).
- 11) ENTIRE AGREEMENT. This Agreement constitutes the entire understanding and agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements, or conditions, express or implied, written or oral, between the parties.
- 12) SEVERABILITY. The parties shall comply with all applicable laws in performing this Agreement. Whenever there is any conflict between any provision of this Agreement and any applicable law, the applicable law shall prevail, but in such event the provision effected in this Agreement shall be limited or eliminated only to the extent

necessary, and the remainder of this Agreement shall remain in full force and effect.

13) NO WAIVER. The failure of any party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision shall not be deemed to be a waiver of any other breach of such provision or any other provision.