

Terms and Conditions

These terms and conditions (the "Terms and Conditions") govern the use of www.amaryllislactation.com (the "Site"). This site is owned and operated by Erinn Tanguay. This site is an education and ecommerce website. Any information contained on this site is for educational purposes and is not intended to diagnose or treat any medical condition.

By using this Site, you indicate you have read and understand these Terms and Conditions and agree to abide by them at all times.

THESE TERMS AND CONDITIONS CONTAIN A DISPUTE RESOLUTION CLAUSE THAT IMPACTS YOUR RIGHTS ABOUT HOW TO RESOLVE DISPUTES. PLEASE READ IT CAREFULLY.

Intellectual Property

All content published and made available on our Site is the property of Erinn Tanguay and the Site's creators. This includes, but is not limited to, images, text, logos, documents, downloadable files, and anything that contributes to the composition of our Site.

Sale of Goods and Services

The following goods are available on our site:

- Educational/Teaching materials
- Private lactation consultant practice documents

The following services are available on our site:

- Booking for lactation consultations
- Registration for educational program(s)
- Booking for educational program(s)

These services will be paid in full when services are ordered unless otherwise agreed upon.

These Terms and Conditions apply to all goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions or images as that we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject, or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal

to the amount you have paid, less applicable merchant fees. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any processed refund.

We accept the following payment methods on our Site:

- Credit card
- PayPal
- Debit
- ACH Transfer

By providing us with your payment information, you are authorizing our use and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorize us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or the Terms and Conditions, we reserve the right to cancel or reverse your transaction.

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Digital download
- Digital file emailed to you
- Shipped directly to you to the address you have provided via USPS Ground Shipping

Delivery will take place as soon as reasonably possible, depending on the delivery method utilized. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends or statutory holidays.

You will be required to pay delivery charges in addition to the price for goods you purchase.

You are required to pay all applicable sales taxes in addition to the price for goods you purchase.

If you purchase goods from us for deliver to a destination outside the United States, your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties and/or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information. We are

not liable for the loss or misdelivery of your goods by entities outside of Amaryllis Lactation Support LLC.

Consumer Protection Law

Where any consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Erinn Tanguay and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities, and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Erinn Tanguay and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site of your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Connecticut.

Dispute Resolution

Subject to any exceptions specified in these Terms and Conditions, if you and Erinn Tanguay are unable to resolve any dispute through informal discussion, then you and Erinn Tanguay agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be final and binding. Any mediator or arbitrator must be a neutral party acceptable to both you and Erinn Tanguay.

Notwithstanding any other provision in these Terms and Conditions, you and Erinn Tanguay agree that you both retain the right to bring an action in small claims court and to bring an action for injunctive relief or intellectual property infringement.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, these provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Erinn Tanguay

Erinn@amaryllislactation.com

Effective 1st day of January 2023