

## 4moms Terms of Service

Effective: May 15, 2015

### I. Introduction and Eligibility

Thorley Industries, LLC, doing business as 4moms, and its affiliates and subsidiaries (collectively “**4moms**,” “**we**,” “**us**” or “**our**”), provide innovative products and services (the “**4moms Services**”) designed to make a parent’s life easier. The 4moms Services are provided and made available subject to the terms and conditions contained in these Terms of Service (the “**Terms**”), which may be modified from time to time without prior notice to you. 4moms’ [Privacy Policy](#) is incorporated by reference into these Terms. If you do not agree to the Terms, please do not use the 4moms Services. Section titles in these Terms are for convenience only and have no legal effect.

The “**4moms Services**” includes [www.4moms.com](http://www.4moms.com) and any other websites, mobile applications, and other services under the control of 4moms, whether partial or otherwise, and all “**4moms Products**,” by which we mean any 4moms products that synchronize or interact with any 4moms mobile application (the “**Connected Products**”) and all other 4moms physical products.

1. **Binding Agreement.** Please read these Terms carefully before using the 4moms Services. By accessing, using, downloading, browsing, or otherwise using any of the 4moms Services, you agree to follow and be bound by these Terms.
2. **Eligibility.** By using the 4moms Services, you represent and warrant that you are at least 18 years of age and have reviewed and now consent to the Terms, or, if you are under 18 years of age, then you affirm that you possess the legal consent of your parent or guardian to access and use the 4moms Services. If you are a parent or guardian agreeing to the Terms for the benefit of anyone under the age of 18, you represent and warrant that you have reviewed and now consent to the Terms and accept full responsibility for your child’s use of the 4moms Services, including all financial charges and legal liability that such child may incur in connection with the use of the 4moms Services.
3. **Additional Terms.** We may require you to agree to additional terms, rules, policies, guidelines, or other conditions of use (collectively, the “Additional Terms”) in order to use particular products, services, and/or features (whether offered by 4moms directly or through a third party on the 4moms Services), to license certain products available through certain 4moms Services, and/or to receive or use some 4moms Services that we may offer from time to time. If there is any conflict between the Additional Terms and these Terms, the Additional Terms will supplement or amend these Terms, but only with respect to the matters governed by the Additional Terms.
  - a. **Rules for Sweepstakes, Contests, Raffles and Other Promotions.** In addition to the Terms, any sweepstakes, contests, raffles or similar promotions (collectively,

“Promotion(s)”) made available through the 4moms Services may be governed by Additional Terms that are separate from these Terms. By participating in any such Promotion, you will become subject to those rules, which may vary from these Terms. You agree that you will review any Additional Terms applicable to a particular Promotion, which will be linked from such Promotion, and to review the 4moms’ [Privacy Policy](#) which, in addition to these Terms, governs any information you submit in connection with such activities. To the extent that the Additional Terms of any Promotion conflict with these Terms, the Additional Terms of such Promotion shall control.

4. ***Revisions to Terms.*** You understand and agree that we may revise these Terms at any time without prior notice by posting an updated version. Revised Terms will become effective at the time of posting, and you can determine when these Terms were last revised by referring to the “Effective Date” at the top of these Terms. You should visit this page periodically to review the most current Terms, as your continued use of the 4moms Services after a change to these Terms constitutes your binding acceptance of such revised Terms. If any change to these Terms is not acceptable to you, your sole remedy is to cease using the 4moms Services.
5. ***Changes to the 4Moms Services.*** 4moms reserves the right to make improvements and/or changes in the 4moms Services at any time, at our sole discretion and with or without notice. You agree that we are not liable to you or to any third party in any way for any modification, suspension, or discontinuance of all or some of the 4moms Services. We may limit the availability of the 4moms Services, in whole or in part, to any person, geographic area, or jurisdiction that 4moms chooses, from time to time, and in our sole discretion.
6. ***Permission to Use the 4moms Services.*** We grant you permission to use the 4moms Services subject to the restrictions in these Terms. Your use of the 4moms Services is at your own risk, including the risk that you might be exposed to User Content (as defined below) that is offensive, indecent, inaccurate, objectionable, or otherwise inappropriate.

## **II. 4moms’ Content Ownership and Use**

1. ***Proprietary Rights.*** The 4moms Services contains material including, but not limited to, software, computer code, designs, text, graphics, images, video, audio files, information, logos, button icons, and other content (collectively, the “Content”). We may own the Content or portions of the Content may be made available to us through arrangements we have with third-parties. All Content and the compilation (meaning the collection, arrangement, and assembly) of all Content are protected by United States and foreign intellectual property laws. Unauthorized use of the Content may result in violation of copyright, trademark, trade dress, patent, and/or other rights and laws. Except as expressly authorized in writing by 4moms or expressly permitted by these Terms, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based (whether in whole or in part) on the 4moms Services or the Content, in whole or in part.

2. **Trademarks.** The trademarks, service marks, and logos of 4moms (the “4moms Trademarks”) used and displayed on the 4moms Services are registered and unregistered trademarks or service marks of 4moms. Other company, product, and service names used and displayed on the 4moms Services may be trademarks or service marks owned by third parties (the “Third-Party Trademarks”, and collectively with the 4moms Trademarks, the “Trademarks”). Nothing on the 4moms Services or in these Terms should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the 4moms Services without the prior written consent of the Trademark owner for each such use. The Trademarks may not be used to disparage 4moms or the applicable third-party owner, any products or services of 4moms or applicable third parties, or in any manner (using commercially reasonable judgment) that may damage any goodwill in the Trademarks. 4moms reserves all rights not expressly granted herein.
3. **Limited License to You.** Subject to these Terms, 4moms hereby grants to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable, personal license to use the 4moms Services and Content for your own personal use, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble, scrape, or otherwise attempt to discover any source code, or sell, assign, sublicense, or otherwise transfer any right in the 4moms Services or Content. You may not download, copy, or save any Content or any portion of it, for any purpose, except as permitted by select 4moms Services as provided for in the specific guidelines or Additional Terms applicable to such Services, and in the limited cases where you need to print or save a copy of individual screens or information appearing as part of the 4moms Services solely for personal use or records, provided that any logos, marks or other legends that appear on copied screens remain and are not removed from the copy. Any other use is expressly prohibited. This license is revocable at any time without notice and with or without cause. Except for those rights expressly granted in these Terms or any applicable Additional Terms, no other rights are granted, whether express or implied.

### **III. Your Access to the 4moms Services and Account Information**

1. **Registration, Usernames, and Passwords.** You may be required to register with 4moms in order to access certain aspects or areas of the 4moms Services. With respect to any such registration, 4moms may refuse to grant you permission to register under a specific username or email address for any reason, at our sole discretion. You are responsible for maintaining the confidentiality of any password you may use to access the 4moms Services, and agree not to transfer your password or username, or lend or otherwise transfer your use of or access to the 4moms Services, to any third party. You are fully responsible for all interaction with the 4moms Services that occurs in connection with your username or password. If you have any reason to believe that any unauthorized use of your username or password or any other breach of security related to your account has occurred, you agree to immediately notify 4moms by e-mail to [privacy@4moms.com](mailto:privacy@4moms.com). 4moms is not liable for any loss or damage arising from your failure to comply with any of the foregoing obligations.

2. ***Third Party Integrated Services and Logins.*** We may offer you the opportunity to enable or log in to the 4moms Services via various third party services, such as social media and social networking services like Facebook or Twitter or other third party services or applications such as Apple HealthKit (collectively, “Third Party Integrated Services”). You are in no way obligated to use any Third Party Integrated Services in connection with the 4moms Services. By logging in or directly integrating these Third Party Integrated Services into the 4moms Services, we can make your online and mobile experiences richer and more personalized. To take advantage of these features and capabilities, we may ask you to authenticate, register for, or log into Third Party Integrated Services on the websites or mobile applications of their respective providers. As part of such integration, the Third Party Integrated Services may provide us with access to certain information that you have provided to them, and we will use, store, and disclose such information in accordance with our [Privacy Policy](#). If you opt to integrate or use Third Party Integrated Services with the 4moms Services, they may gain access to certain information that you have provided to us, including Personal Information. Please remember that the manner in which Third Party Integrated Services use, store, and disclose your information is governed solely by the policies of such Third Party Integrated Services, and we have no liability or responsibility for the privacy practices or other actions of any Third Party Integrated Service that may be enabled within the 4moms Services. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Third Party Integrated Services. As such, we are not liable for any damage or loss related to or arising out of your use of or reliance on any Third Party Integrated Services. We enable these features merely as a convenience to our users.

#### **IV. Information and User Content Submitted Through the 4moms Services**

1. ***Information Submitted Through the 4moms Services.*** Your submission of information through the 4moms Services is governed by 4moms’ [Privacy Policy](#). You represent and warrant that any Personal Information you provide in connection with your use of the 4moms Services must be true, accurate, and complete, and you will maintain and update such Personal Information. You agree that if any Personal Information that you provide becomes false, inaccurate, obsolete or incomplete, 4moms may terminate your use of the 4moms Services.
2. ***Your User Content Submitted Through the 4moms Services.*** The 4moms Services may provide you with the ability to create, post, or share content (“User Content”). 4moms claims no ownership or control over your User Content. You or a third-party licensor, as appropriate, retain all copyright, patent, and trademark rights to any of the content you post on or through the 4moms Services. You are responsible for protecting those rights.
3. ***You Must Have Rights to the User Content You Post.*** You represent and warrant that: (i) you own the User Content posted by you on or through the 4moms Services or otherwise have the right to grant the license set forth in these Terms; (ii) the posting and use of your User Content on or through the 4moms Services does not violate the privacy rights, publicity

rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) the posting of your User Content on the 4moms Services does not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees and any other monies owing any person by reason of content you post on or through the 4moms Services. You also acknowledge and agree that your User Content is non-confidential and non-proprietary.

4. ***4moms' Rights in Your User Content.*** 4moms claims no ownership or control over your User Content. You or a third-party licensor, as appropriate, retain all copyright, patent, and trademark rights to any of the content you post on or through the 4moms Services. You are responsible for protecting those rights. By creating, posting, or sharing your User Content on or through the 4moms Services, and subject to 4moms' [Privacy Policy](#), you grant 4moms a world-wide, non-exclusive, sub-licensable, royalty-free, transferable license to use, copy, distribute, reproduce, modify, adapt, create derivative works from, publicly perform or display, incorporate, or otherwise use your User Content for any purpose without compensation to you, including for the purpose of promoting 4moms and its services. You waive any rights you may have regarding your User Content being altered or manipulated in any way that may be objectionable to you. Copies of your User Content may persist in backup files for a period of time, but will not be available to others. 4moms reserves the right to refuse to accept, post, display, or transmit any User Content in its sole discretion. Notwithstanding the above, we will not make use of your User Content in a manner that is inconsistent with the any privacy settings that you establish for your 4moms account.
5. ***Other Users' Permission to Use Your User Content.*** By creating, posting, or sharing your User Content on or through the 4moms Services, you also agree to permit any other user to access, display, view, store and reproduce such User Content for personal use.
6. ***Content from Other Users and 4moms Licensors.*** You understand and agree that you will not obtain, as a result of your use of the 4moms Services, any right, title, or interest in or to others' content delivered via the 4moms Services or in any intellectual property rights (including, without limitation, any copyrights, patents, trademarks, trade secrets, or other rights) in the content. Except as provided within these Terms, you may not access, view, copy, modify, translate, store, reproduce, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the 4moms Services.
7. ***Third-Party Links and Services.*** In addition to the Third Party Integrated Services described in these Terms above, the 4moms Services may contain links to third-party websites or services (collectively, "Third Party Links and Services"). Third Party Links and Services are not under the control of 4moms and 4moms is not responsible for the contents of or any changes or updates to any Third Party Links and Services. 4moms is not responsible for any form of transmission received from any Third Party Links and Services. 4moms is providing any such Third Party Links and Services to you only as a convenience, and the inclusion of such Third Party Links and Services does not imply endorsement by 4moms of such Third Party Links and Services or any associated products or services. You agree that your use of

Third Party Links and Services, including without limitation, your use of any content, information, data, advertising, services, products, or other materials on or available through such websites and resources, is at your own risk and is subject to the terms and conditions of use applicable to such Third Party Links and Services.

8. ***No Confidentiality and How to Share an Idea.*** Except for information necessary to place an order, you may not submit or share confidential or proprietary information or trade secrets through the 4moms Services. If you wish to share an idea or suggestion with us, you must submit the idea to us at [privacy@4moms.com](mailto:privacy@4moms.com). By submitting an idea or suggestion, you grant us an irrevocable and unrestricted license to use, modify, reproduce, transmit, publish, display, and distribute it for any purpose whatsoever, with no payment or other compensation to you.

## **V. User Content Disclaimers, Limitations and Prohibitions**

1. ***Interactions with Other Users or Third Parties.*** The 4moms Services may enable or facilitate communications between you and other users or third parties. As a neutral facilitator, we are not directly involved in the actual transactions and/or communications between you and other users or third parties. We have no control over the truth, accuracy, quality, legality, offensiveness, or safety of content or other postings made by other users or third parties. You shall at all times exercise common sense and good judgment when dealing with any other users or third parties through the 4moms Services. You are solely responsible for your involvement with other users and third parties and assume all risk associated with dealing with other users and third parties. You agree to resolve disputes directly with the other party and to not involve 4moms in such disputes. We reserve the right, but have no obligation, to monitor disagreements between any users of the 4moms Services.
2. ***You are Responsible for Your User Content.*** You are solely responsible for your User Content on the 4moms Services. 4moms neither endorses nor is responsible for any User Content on the 4moms Services. You assume all risks associated with your User Content, including anyone's reliance on its quality, accuracy, or reliability. You may expose yourself to liability if, for example, your User Content contains material that is false, misleading, or defamatory; violates third-party rights; or contains material that is unlawful or advocates the violation of any law or regulation.
3. ***Rules of Conduct.*** While using the 4moms Services you will comply with all privacy, data protection, intellectual property, and other applicable laws. In addition, 4moms expects users of our 4moms Services to respect the rights and dignity of others. Your use of the 4moms Services is conditioned on your compliance with the rules of conduct set forth in this section; any failure to comply may also result in termination of your access to the 4moms Services.

You understand, acknowledge, agree and warrant that you may not and that you will not:



- Post, transmit, or otherwise make available through or in connection with the 4moms Services anything that is or may be: (a) threatening, harassing, degrading or hateful; (b) defamatory; (c) fraudulent or tortious; (d) obscene, indecent or otherwise objectionable; or (e) protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right.
- Post, transmit, or otherwise make available through or in connection with the 4moms Services any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense.
- Use the 4moms Services to post, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letter,” “pyramid scheme” or investment opportunity, or any other form of solicitation.
- Use the Services to advertise or offer to sell or buy any goods or services without the express prior written consent of 4moms.
- Use the 4moms Services for any fraudulent or unlawful purpose.
- Harvest or collect Personal Information about other users of the 4moms Services.
- Impersonate any person or entity, including any representative of 4moms or its affiliates or business partners; falsely state or otherwise misrepresent your affiliation with any person or entity; or express or imply that 4moms endorses any statement you make.
- Interfere with or disrupt the operation of the 4moms Services or the servers or networks used to make the 4moms Services available; or violate any requirements, procedures, policies or regulations of such networks.
- Restrict or inhibit any other person from using the 4moms Services (including by hacking or defacing any portion of the 4moms Services).
- Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes, any portion of, use of, or access to the 4moms Services (including any Content, product, service and other materials available through the 4moms Services).
- Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the 4moms Services (including any content and other materials available through the 4moms Services), except as and solely to the extent expressly authorized under applicable law overriding any of these restrictions.
- Remove any copyright, trademark or other proprietary rights notice from the 4moms Services or content and other materials originating from the 4moms Services.

- Frame or mirror any part of a 4moms Services without the express prior written consent of 4moms.
- Create a database by systematically downloading and storing all or any Content.
- Upload, post, or transmit to the 4moms Services any virus, worm, Trojan horse or other computer code, file, or program that is harmful or invasive or may or is intended to damage or hijack the operation of any hardware or software.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the 4moms Services, without the express prior written consent of 4moms.

## **VI. Copyright Policy**

The Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials posted on the 4moms Services infringe your copyright, you (or your agent) may send us a notice requesting that the material be removed, or access to it blocked. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice.

Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA; see <http://www.loc.gov/copyright/> for details. Notices and counter-notices with respect to the 4moms Services should be sent to 4moms at:

By Mail:

4moms

912 Fort Duquesne Blvd

Pittsburgh, PA 15222

By Email: [privacy@4moms.com](mailto:privacy@4moms.com)

## **VII. Sales and Payment Terms**

This section of the Terms apply to all orders accepted by 4moms for the sale of our 4moms Products, except in the case that you and 4moms have executed a written agreement that supersedes these Terms. To the extent the 4moms Products contain or consist of software in any form (the “Connected Products Software”), such Connected Products Software is licensed to you, not sold, and only in accordance with the section entitled “Connected Products Software” below. Terms such as “sell” and “purchase,” as used in this section of the Terms, apply only to the extent the 4moms Products consist of items other than Connected Products Software.



1. ***Ordering Products From the 4moms Services.*** You can browse and place orders for our 4moms Products through the 4moms Services. When you make a purchase, we may require additional Personal Information and payment method information in order to complete your purchases. We may share such information with our third-party payment service provider. You agree to make all applicable payments in connection with any order you place. By placing an order through the 4moms Services, you agree that: (i) any credit card information supplied by you is true and complete; and (ii) you will pay the applicable price listed, as well as any shipping and handling charges and applicable taxes. 4moms Products purchased by you are for personal or gift use and not for commercial use.
2. ***Pricing.*** 4moms can withdraw 4moms Products from being offered through the 4moms Services at any time and for any reason. Prices listed through the 4moms Services are stated in U.S. dollars, and do not include any shipping and handling charges or applicable taxes. Such charges and taxes will be communicated to you before you place an order and you are responsible for paying such charges and taxes. You agree to indemnify and hold 4moms harmless from and against any liabilities, interest, penalties, or fees assessed against 4moms arising from or related to your failure to pay any such taxes. All 4moms Products prices are subject to change at any time.
3. ***Acceptance and Fulfillment.*** All orders are subject to acceptance by 4moms. After you place an order, you will receive an email from 4moms confirming that we have received your order. Acceptance of your order will occur upon your receipt of another email from 4moms containing a shipping confirmation, which may contain a tracking number and carrier information. If an item is on back order, we'll send you an email to notify you, followed by another email when the items you requested are in stock and have been shipped. 4moms reserves the right not to accept your order for any reason or no reason. 4moms reserves the right to restrict multiple quantities of a 4moms Product being shipped to any one customer or postal address.
4. ***Resale.*** Purchases made through the 4moms Services are intended for end users only and are not authorized for resale.
5. ***Shipping and Delivery.*** 4moms, or our third-party service providers, will pack the 4moms Products in accordance with our standard practices. You may choose the method of shipment and timing of delivery for 4moms Products ordered and will be charged shipping and handling charges accordingly. Title to the 4moms Products (except to the extent that the 4moms Products consist of Connected Products Software) and risk of loss will pass to you upon 4moms' delivery of the 4moms Products to the shipping carrier. You acknowledge that all scheduled shipment dates are estimates only. 4moms will make reasonable efforts to meet the scheduled shipment dates, but in no event will 4moms be liable for any loss, damage, or penalty resulting from any delay in shipment or delivery.
6. ***Return Policy.*** If you are not satisfied with any 4moms Product purchased through the 4moms Services for any reason, you will have thirty (30) days from the date of purchase to

request a full refund of your unused, unopened 4moms Product. For details on the return process, please see <http://shop.4moms.com/pages/shopping-help/>.

7. **LIMITED PRODUCT WARRANTY.** 4moms warrants to the original purchaser of a 4moms Product that such 4moms Product shall be free from defects in materials and workmanship under normal use according to the Limited Product Warranty information provided on the applicable 4moms webpage for the specific 4moms Product.
8. **Compatibility.** You acknowledge that you have verified the compatibility of the 4moms Products you are purchasing with other required equipment (e.g., ensuring that your mobile device and/or operating system is compatible with the Connected Product or ensuring that the 4moms Product, such as a car seat, is compatible with your vehicle model). You are solely responsible for determining the compatibility of the 4moms Products with any other equipment, and you accept that lack of compatibility is not a valid claim under the warranty provided with such 4moms Products and does not otherwise constitute a basis for receiving a refund after the thirty (30) day refund policy identified above.
9. **Errors and Inaccuracies.** Our goal is to provide complete, accurate, up-to-date information through the 4moms Services. Unfortunately, it is not possible to ensure that any website or mobile application is completely free of human or technological errors. The 4moms Services may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies, or omissions—including after an order has been submitted—and to change or update information at any time without prior notice.

## VIII. Mobile Applications

1. **App End User Licenses.** Subject to these Terms, 4moms grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of a given 4moms mobile application (an “App”) per device that you own or control, downloaded directly from a legitimate marketplace (such as Apple’s iTunes Store or Google Play), solely in object code format and solely for your personal, non-commercial use for lawful purposes.
2. **Restrictions.** You understand and agree that you shall only use an App in a manner that complies with any and all applicable laws and restrictions in the jurisdictions in which you use the App. Consistent with the Rules of Conduct provided above, you may not:
  - Modify, disassemble, decompile, translate, scrape, or reverse engineer any App, or any portion thereof, except to the extent that such restriction is expressly prohibited by law;
  - Create derivative works based on any App in whole or in part and in any form;
  - Use any App for any purpose except as permitted by these Terms;

- Sell, lease, rent, assign, license, disclose, perform, broadcast, distribute, or otherwise transfer or make available any App or any copy of the App, in whole or in part and in any form, to any third parties;
  - Remove or alter any proprietary notices or marks on the App or any portion thereof.
3. ***App Updates.*** You acknowledge and agree that we may from time to time develop patches, bug fixes, updates, upgrades, and other modifications to improve the performance of the App and related 4moms Services. You consent to these updates and agree such updates may be automatically installed without providing any additional notice or receiving any additional consent from you. If you do not want such updates, your remedy is to stop using the App. You acknowledge that you may be required to install updates to use the App and related 4moms Services, and you agree to promptly install any updates 4moms provides if the update does not automatically install. By continuing to use an App after an update, you renew your agreement to these Terms.
  4. ***Apple- and Google-Related Terms.*** You acknowledge that these Terms are between 4moms and you only, and not with Apple Inc. or third parties that operate using the Android operating system, which is owned by Google Inc. (collectively, the “Marketplace Provider(s)”), and that as between 4moms and the Marketplace Provider, 4moms is solely responsible for 4moms Apps and Content. You may not use any Content or Apps in any manner that is in violation of or inconsistent with the usage rules set for the 4moms Services in any applicable market place terms of service (the “App Store Terms of Service”).

Your end user license to use an App is limited to a non-transferable license to use the App on an iOS product or Android-based product, as applicable, that you own or control, as permitted by the usage rules set forth in the App Store Terms of Service. The Marketplace Provider has no obligation whatsoever to provide any maintenance or support services with respect to the App. If you have any questions, complaints, or claims with respect to an App, they should be directed to 4moms at [support@4moms.com](mailto:support@4moms.com).

The Marketplace Provider is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the App on an iOS product to conform to any applicable warranty, you may notify Apple Inc., and Apple Inc. will refund the purchase price for such App to you, if any; to the maximum extent permitted by applicable law, Apple Inc. will have no other warranty obligation whatsoever with respect to such App, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be 4moms’ sole responsibility, to the extent it cannot be disclaimed under applicable law.

4moms and you acknowledge that 4moms, not the Marketplace Provider, is responsible for addressing, investigating, and defending any claims of you or any third party relating to an App or your possession and/or use of the App, including but not limited to: (a) product liability claims; (b) any claims that the App fails to conform to any applicable legal or

regulatory requirement; (c) claims arising under consumer protection or similar legislation; and (d) claims of infringement upon intellectual property rights.

4moms and you acknowledge and agree that the applicable Marketplace Provider(s) and their subsidiaries are third party beneficiaries of these Terms with respect to 4moms Apps that you download, access, or use on your mobile device, and that, upon your acceptance of these Terms, the applicable Marketplace Provider(s) will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to any such App as a third party beneficiary thereof.

5. ***Additional App Considerations.*** To use or otherwise access an App, you must have a mobile device that is compatible with the 4moms Services and the App. We do not warrant that any App will be compatible with your mobile device. You may be obligated to pay some fees for use of certain Apps. Further, a wireless carrier's normal messaging, data, and other rates and fees may apply to your use of an App. In addition, downloading, installing, or using Apps may be prohibited or restricted by your wireless carrier, and not all Apps may work with all carriers or devices.

## **IX. Connected Products Software**

1. ***Connected Product Software.*** By using the software that is embedded in any 4moms Connected Product ("Connected Product Software"), you agree to abide by these Terms. If you do not agree to these Terms in connection with your use of a Connected Product, you may not use the Connected Product Software and you may choose to promptly return the unused, unopened Connected Product for a refund of the purchase price by contacting 4moms at the address below. Your purchase of the Connected Product (excluding the Connected Product Software) is governed by the 4moms Limited Product Warranty applicable to that specific Connected Product as discussed in the Sales and Payments Terms section above.
2. ***Connected Products Software End User License.*** Subject to these Terms, 4moms grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of the Connected Product Software, in executable object code form only, solely on the specific Connected Product you own or control and solely for use in conjunction with the Connected Product for your personal, non-commercial use for lawful purposes.
3. ***Restrictions.*** You understand and agree that you shall only use the Connected Product Software in a manner that complies with any and all applicable laws and restrictions in the jurisdictions in which you use the Connected Product Software. Consistent with the Rules of Conduct provided above, you may not:
  - Modify, disassemble, decompile, translate, scrape, or reverse engineer the Connected Product Software, or any portion thereof, except to the extent that such restriction is expressly prohibited by law;

- Create derivative works based on the Connected Product Software in whole or in part and in any form;
  - Use the Connected Product Software for any purpose except as permitted by these Terms;
  - Sell, lease, rent, assign, license, disclose, perform, broadcast, distribute, or otherwise transfer or make available any Connected Product Software or any copy thereof, in whole or in part and in any form, to any third parties;
  - Remove or alter any proprietary notices or marks on the Connected Product Software or any portion thereof.
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2. ***Electronic Notices.*** By using the 4moms Services or providing Personal Information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the 4moms Services. If we learn of a security system's breach, we may attempt to notify you electronically by posting a notice on the 4moms Services or sending an email to you. You may have a legal right to receive this notice in writing. To receive free written notice of a security breach (or to withdraw your consent from receiving electronic notice), please notify us at [privacy@4moms.com](mailto:privacy@4moms.com).

## **XI. Monitoring and Consequences of Violating These Terms**

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3. ***Indemnification.*** You agree to defend, indemnify, and hold harmless the Company Parties from and against any claims, actions, or demands, including without limitation reasonable legal and accounting fees, arising or resulting from your breach of these Terms or your access to, use, or misuse of the 4moms Services or Content. The Company Parties shall provide notice to you of any such claim, suit, or proceeding. The Company Parties reserve the right to assume the exclusive defense and control of any matter which is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests to assist the Company Parties in defense of such matter.

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2. ***General.*** These Terms constitute the entire agreement between you and 4moms with respect to our 4moms Services and supersede all prior or contemporaneous communications and

proposals, whether electronic, oral or written, between you and the 4moms with respect to the 4moms Services. Any failure to enforce any provision of these Terms shall not constitute a waiver thereof or of any other provision hereof. If any provision of these Terms is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provision. 4moms will not be responsible for failures to fulfill any obligations due to causes beyond its control.

3. ***Governing Law and Arbitration Provision.*** These Terms and the relationship between you and 4moms shall be governed by the laws of the state of Pennsylvania without regard to its conflict of law provisions. You agree to first contact 4moms at [privacy@4moms.com](mailto:privacy@4moms.com) regarding any claim or controversy arising out of or relating to these Terms or your use of the 4moms Services. You agree that regardless of any statute or law to the contrary, you must file any such claim within one (1) year after such claim arose or it is forever barred. You and 4moms agree to submit to the personal and exclusive arbitration of any disputes relating to your use of the 4moms Services under the rules of the American Arbitration Association. Any such arbitration, to the extent necessary, shall be conducted in Pittsburgh, Pennsylvania. You covenant not to sue 4moms in any other forum. Notwithstanding the foregoing, in the case of temporary or preliminary injunctive relief, any party may proceed in court without prior arbitration for the purpose of avoiding immediate and irreparable harm. You agree that 4moms may recover reasonable attorneys' fees from you if 4moms prevails in an action for injunctive relief against you.
4. ***Class Waiver and Waiver of Jury Trial.*** Any proceedings to resolve or litigate any dispute in any forum with respect to these Terms or the 4moms Services will be conducted solely on an individual basis. Neither you nor the Company Parties will seek to have any such dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No proceeding will be combined with another without the prior written consent of all parties to all affected proceedings. You agree to waive your right to a jury trial in connection with any dispute relating to these Terms or your use of the 4moms Services. If this class action waiver or waiver of jury trial is found to be illegal or unenforceable as to all or some parts of a dispute, then this section will not apply to those parts.

### **Contact Information**

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