

COOPER TERMS OF SERVICE

Last updated: August 2022

These terms service (the “Terms of Service”) are a legal agreement between you and Cooper Parenting, Inc., (“Cooper”, “we,” “us,” or “our”). These Terms of Service specify the terms under which you may access and use our website located at yourcooper.com (the “Site”) and our parenting coaching workspace (the “Workspace”) available through the Site. The Site and the Workspace shall be collectively referred to herein as the “Platform”.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING AND USING THE PLATFORM OR ANY PORTION THEREOF. BY USING THE PLATFORM, CLICKING “I AGREE,” MAKING ANY PAYMENT TO US, OR OTHERWISE MANIFESTING YOUR ASSENT TO THESE TERMS OF SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO (OR CANNOT COMPLY WITH) THESE TERMS OF SERVICE, DO NOT ACCESS OR USE THE PLATFORM.

1. THE PLATFORM.

The Platform: (i) provides you with information about our parenting coaching services (our “Services”), membership options, and virtual or in person assemblies and events related to parenting, child development, and similar topics; (ii) allows Users to be matched with and participate in virtual one-on-one parenting coaching sessions with parenting coaches; (iii) allows Users to participate virtually in group parenting discussions and meetings with parenting coaches; (iv) allows Users to use our internal chat feature and discussion boards to message other Users; (v) allows non-member Visitors to purchase tickets to and sign up for and allows Users to sign up for our in person assemblies and events; and (vi) allows us to contact you based on information you provide to us, including to respond to your inquiries about our Platform and Services; (vii) has other content and informational handouts about child development and parenting.

2. USERS.

Visitors to the Site are people who do not register for an Account, but want to explore the Site for informational purposes. Visitors can access all publicly-available content and features of the Site, and can contact us using the contact details listed on the Site.

In order to have access to our Services and obtain a Workspace, you must purchase a subscription to our Services and establish an Account with us. We are under no obligation to accept any individual or entity as an Account holder, and may accept or reject any registration in our sole and complete discretion. Users who have registered an Account with us are collectively referred to as “Users” in these Terms of Service.

To create an account on the Platform (each an “Account”), you must provide us with a valid email address and create a password and may be required to provide certain additional information that will assist us in authenticating your identity when you log-in in the future (collectively “Login”).

Credentials”). You may not transfer your Account to, or share your Login Credentials with, any third party. When creating your Account, you must provide true, accurate, current, and complete information about yourself. Each e-mail address and corresponding password can be used by only one individual. You are responsible for maintaining the confidentiality of your Login Credentials. You are fully responsible for all activities that are associated with your Account (including, but not limited to, any use of the Platform, and any communications or posts made through your Account). You agree to immediately notify us of any unauthorized use or suspected unauthorized use of your Account or any other breach of security.

Any personal information that you provide to us or that we otherwise collect from you in connection with your use of the Platform will be subject to the terms of our Privacy Policy, which is hereby incorporated by reference.

3. YOU MUST BE 18 YEARS OF AGE.

This Platform is offered and available to users who are 18 years of age or older. By using this Platform, you represent and warrant that you are of legal age to form a binding contract with Cooper and to perform the obligations under these Terms of Service. You must provide accurate information when registering for an Account; you are solely responsible for the accuracy of all information that you provide when registering for an Account; and we will not be responsible or liable for any inaccuracy with respect to any such information.

We reserve the right, in our sole and absolute discretion, to deny you access to the Platform, or any portion of the Platform, including by closing or disconnecting your Account, at any time without notice and without reason.

4. PRICES, FEES, PAYMENT, AND CANCELLATION.

a. Membership Fee. The fee for use of the Workspace and for access to our Services (the “Membership Fee”) will be displayed on the Platform, and is subject to change at Cooper’s discretion. The Membership Fee is non-refundable.

b. Membership Cancellation. You may cancel your membership any time by visiting your Account and adjusting your membership settings or sending us an email advising us that you’d like to cancel your membership, provided that if you have signed up for a 6-month or 1-year subscription, you are responsible for and will continue to be charged the Membership Fees until the end of your subscription term. UNLESS YOU NOTIFY US TWO WEEKS BEFORE YOUR MEMBERSHIP RENEWAL DATE THAT YOU WANT TO CANCEL OR DO NOT WANT TO RENEW YOUR MEMBERSHIP, YOU ACKNOWLEDGE AND AGREE THAT YOUR MEMBERSHIP WILL AUTOMATICALLY RENEW AND YOU AUTHORIZE US TO COLLECT THE THEN-APPLICABLE MEMBERSHIP FEE AND ANY TAXES, USING ANY ELIGIBLE PAYMENT METHOD WE HAVE ON FILE FOR YOU.

c. Payment of Membership Fee. Fees processed through the Platform, including Membership Fees, are processed using Stripe. The Stripe payment processing platform is operated by a third party and is governed by a separate Terms of Service and privacy policy. You should familiarize yourself with the Terms of Service and privacy policy of Stripe. The Stripe Privacy Policy is found at: <https://stripe.com/privacy>. If all eligible payment methods we have on file for you are declined for payment of your membership fee, you must provide us a new eligible payment method promptly or your membership will be canceled.

5. INTELLECTUAL PROPERTY.

The Platform contains material, such as software, text, graphics, images, and other material provided by or on behalf of us (collectively referred to as the “Cooper Content”). The Platform and Cooper Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms of Service, we and our licensors exclusively own all right, title, and interest in and to the Platform and Cooper Content, including all associated intellectual property rights. Elements of the Platform are protected by trade dress, trademark, unfair competition, and other state and federal laws and may not be copied or imitated in whole or in part, by any means, including, but not limited to, the use of framing or mirrors. None of the Cooper Content may be retransmitted without our express, written consent for each and every instance.

Subject to the terms and conditions contained herein, we grant you a limited, non-transferable, non-exclusive, license to access and use the Platform and the Cooper Content solely for your personal purposes. We may modify, suspend or discontinue the Platform or Cooper Content or any portion thereof, and/or terminate your access to the Platform or any portion thereof, at any time in our sole discretion.

You may not (i) remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Platform or the Cooper Content; or (ii) sell, transfer, assign, license, sublicense, or modify the Platform or the Cooper Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Platform or Cooper Content in any way for any public or commercial purpose.

The Cooper trademarks, service marks, and logos (the “Cooper Trademarks”) used and displayed on the Platform are registered and unregistered trademarks or service marks of ours. Other company and service names located on the Platform may be trademarks or service marks owned by third parties (the “Third-Party Trademarks,” and, collectively with Cooper Trademarks, the “Trademarks”). Nothing herein should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. Use of the Trademarks as part of a link to or from any site is prohibited unless establishment of such a link is approved in advance by us in writing. All goodwill generated from the use of Cooper Trademarks inures to our benefit.

6. FEEDBACK.

If you elect to provide us with feedback, comments, or suggestions with respect to the Platform or our Services (collectively, "Feedback"), then you agree that we have the right, but not the obligation, to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to you.

7. USER CONTRIBUTIONS.

The Platform may contain chat rooms, personal web pages or profiles, forums, bulletin boards, and other interactive features (collectively, "Interactive Services") that allow Users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Platform.

All User Contributions must comply with the Code of Conduct set out in these Terms of Service. Any User Contribution you post on the Platform will be considered non-confidential and non-proprietary. By providing any User Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns the right to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns.
- All of your User Contributions do and will comply with these Terms of Service.
- You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not Cooper, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.
- We are not responsible or liable to any third party for the content or accuracy of any User Contributions posted by you or any other user of the Platform.

8. CODE OF CONDUCT.

We have the right, but not the obligations, to monitor and remove any content that does not comply with this Code of Conduct. When using or accessing the Platform, you agree to the following Code of Conduct:

- You will not upload, post, chat, e-mail, transmit, or otherwise make available any content that:

- infringes any copyright, trademark, right of publicity, or other proprietary rights of any person or entity;
 - is defamatory, libelous, indecent, obscene, pornographic, sexually explicit, violates the legal rights (including the rights of publicity and privacy) of others, promotes violence or illegal activity, contains hate speech (i.e., speech that attacks or demeans a group based on race or ethnic origin, religion, disability, gender, age, veteran status, and/or sexual orientation/gender identity), promotes bullying or harassment, or features vulgar or profane language;
 - discloses any sensitive information about another person, including that person's e-mail address, postal address, phone number, credit card information, or any similar information, unless you have the person's permission to provide such information; or
 - discriminates against, defames, or degrades any person or group of people based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, age, occupation, political affiliation, socio-economic status, disability or medical conditions;
 - is likely to deceive any person, impersonates, or misrepresents one's affiliation with another person or organization;
 - involves spam or fake engagement or artificially collects likes, followers, or shares, posts repetitive comments or content, or repeatedly contacts people for commercial purposes without their consent; or
 - relates to activities or goods that are regulated or illegal.
- You will comply with all applicable laws, rules, and regulations in connection with your use of the Platform and will not use the Platform for any unlawful purpose;

 - You will provide accurate and complete information, and you will use a valid payment method that you are authorized to use when making purchases through the Platform, and you will not commit any fraud with respect to any purchases made through the Platform;

 - You will not access or use the Platform to collect any market research for a competing business;

 - You will not impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;

 - You will not interfere with, or attempt to interrupt the proper operation of, the Platform through the use of any virus, device, information collection or transmission mechanism, software, or routine, or access or attempt to gain access to any content, data, files, or passwords related to the Platform through hacking, password or data mining, or any other means;

 - You will not decompile, reverse engineer, or disassemble any software or other products or processes accessible through the Platform;

- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features on the Platform;
- You will not use any robot, spider, scraper, or other automated means to access the Platform for any purpose without our express written permission;
- You will not take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our technical infrastructure;
- You will not allow anyone to access and use your Account;
- You will not resell, distribute, or sublicense the Platform or use it for the benefit of anyone other than you or your business;
- You will not remove or modify any proprietary markings or restrictive legends placed on the Platform; and
- You will not introduce, post, or upload to the Platform any harmful code.

9. NO WARRANTIES; LIMITATION OF LIABILITY.

THE PLATFORM, AND ALL COOPER CONTENT, AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THE PLATFORM ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PLATFORM, AND THE COOPER CONTENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY, OR ACCURACY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT THAT: (1) ANY INFORMATION OR CONTENT AVAILABLE ON THE PLATFORM, INCLUDING, WITHOUT LIMITATION, PRICING OR OTHER CONTENT, IS CORRECT, ACCURATE, OR RELIABLE; (2) THE FUNCTIONS CONTAINED IN THIS PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; OR (3) DEFECTS WILL BE CORRECTED, OR THAT THE PLATFORM OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OR INABILITY TO ACCESS AND USE THE PLATFORM OR THE CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY DIRECT DAMAGES THAT YOU MAY SUFFER AS A RESULT OF YOUR USE OF THE PLATFORM OR THE CONTENT SHALL BE LIMITED TO THE FEES YOU HAVE PAID US IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

THE INFORMATION PROVIDED THROUGH THE PLATFORM AND/OR THROUGH THE SERVICES IS FOR GENERAL INFORMATION PURPOSES ONLY. THE PLATFORM AND OUR SERVICES ARE NOT INTENDED TO DIAGNOSE ANY HEALTH ISSUE AND ARE NOT SUBSTITUTES FOR THE ADVICE OF OR TREATMENT BY A LICENSED HEALTH CARE PROFESSIONAL. NOT ALL PRODUCTS AND SERVICES ARE SUITED FOR EVERYONE, AND WE DO NOT ASSUME, AND SHALL NOT HAVE, ANY LIABILITY TO USERS FOR INJURY OR LOSS IN CONNECTION WITH OUR SERVICES OR ANY THIRD PARTY PRODUCTS OR SERVICES FEATURED ON OR RECOMMENDED THROUGH THE PLATFORM. WE MAKE NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIM ANY AND ALL LIABILITY CONCERNING ANY TREATMENT OR ANY ACTION FOLLOWING THE INFORMATION OFFERED OR PROVIDED WITHIN OR THROUGH THE PLATFORM. IF YOU HAVE SPECIFIC CONCERNS OR A SITUATION IN WHICH YOU REQUIRE PROFESSIONAL OR MEDICAL ADVICE, YOU SHOULD CONSULT WITH AN APPROPRIATELY TRAINED AND QUALIFIED SPECIALIST, SUCH AS A LICENSED PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL. DO NOT DISREGARD THE MEDICAL ADVICE OF A PSYCHOLOGIST, PHYSICIAN OR OTHER HEALTH PROFESSIONAL, OR DELAY SEEKING SUCH ADVICE AS A RESULT OF THE INFORMATION PROVIDED THROUGH THE PLATFORM OR THROUGH OUR SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR LIMITATION OF CERTAIN LIABILITIES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

10. INDEMNIFICATION.

You shall indemnify, defend, and hold harmless us, our affiliates, and our and their respective officers, managers, partners, employees, and agents from and against any and all losses, civil penalties, liabilities, damages, judgments, costs, and expenses, including reasonable attorney's fees and court costs, incurred in connection with any proceeding, claim, or action arising out of or related to (i) your breach of these Terms of Service; (ii) your User Content; or (iii) your breach of any applicable law, rule, or regulation.

11. COMPLIANCE WITH APPLICABLE LAWS.

The Platform is based in the United States. We make no claims concerning whether the Platform is accessible, or whether Cooper Content may be downloaded, viewed, or be appropriate for use outside of the United States. Whether inside or outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

12. GOVERNING LAW AND FORUM

This Terms of Service and any and all disputes, whether arising in contract, tort or otherwise, directly or indirectly arising out of or relating to these Terms of Service (collectively, "Disputes"), shall be governed by and construed in accordance with the laws of the State of New York, without reference to the choice of law rules thereof. Any legal suit, action, or proceeding arising out of or

related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal or state courts located in the State of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13. EQUITABLE RELIEF.

You acknowledge and agree that in the event of a breach or threatened violation of our intellectual property rights and confidential and proprietary information by you, we will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce these Terms of Service. We may, without waiving any other remedies under these Terms of Service, seek from any court having jurisdiction any interim, equitable, provisional, or injunctive relief that is necessary to protect our rights and property pending the outcome of the arbitration referenced above.

14. EXTERNAL SITES.

The Platform may contain links to third-party websites (“External Sites”). These links are provided solely as a convenience to you and not as an endorsement by us of the content on such External Sites. The content of such External Sites is developed and provided by others. You should contact the site administrator or webmaster for those External Sites if you have any concerns regarding such links or any content located on such External Sites. We are not responsible for the content of any linked External Sites and do not make any representations regarding the content or accuracy of materials on such External Sites. You should take precautions when downloading files from all websites to protect your computer from viruses and other destructive programs. If you decide to access linked External Sites, you do so at your own risk.

15. CHANGES TO THE AGREEMENT.

These Terms of Service are effective as of the last updated date stated at the top of this webpage. We may change these Terms of Service from time to time. Any such changes will be posted on the Site. By accessing the Platform after we make any such changes to these Terms of Service, you are deemed to have accepted such changes. Please refer back to these Terms of Service on a regular basis.

16. GENERAL.

No failure or delay by us in exercising any right or remedy under these Terms of Service will operate, or be deemed to operate, as a waiver by us of any such right or remedy. If any provision of these Terms of Service is found invalid or unenforceable by a court of competent jurisdiction, that provision will be amended and the remainder of these Terms of Service will remain in full force and effect. These Terms of Service constitute the final and complete agreement between you and us regarding the subject matter hereof, and supersede any prior or contemporaneous communications, representations, or agreements between us, whether oral or written, including, without limitation, any confidentiality or non-disclosure agreements. Headings are for convenience only and shall not be used to limit or interpret the meaning of any of the provisions of these Terms of Service. Terms which by their nature are intended to survive indefinitely shall survive and shall apply to you even if

you have canceled your Account or stopped using the Platform, including, without limitation, the limitations of liability, indemnity, and dispute resolution provisions.

17. HOW TO CONTACT US.

If you have questions about these Terms of Service or the Platform, please contact us via email at **[INSERT EMAIL ADDRESS]**.

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