**Membership Agreement**

**[Name of product]**

**Monthly Subscription Service**

Welcome to Dream Baby University

Dream Baby Cafe, LLC (the “Company”) is the operator of the site Dream Baby University (the “Site”), with a physical mailing address of [1001 Peachtree Industrial Blvd, Suite 6-299, Suwanee, Ga 30024

Company provides access to the Site and the contents contained within it as consideration for your payment. You are considered a Member of the membership site. (the “Member”).

By accessing, browsing or using this Site, you acknowledge that you have read, understood and agreed to be bound by these Terms of Use (the “Terms”). If you do not agree to these Terms, you should not use or access this Site.

The Company reserves the right to revise these Terms at any time by updating this posting. You are encouraged to review these Terms each time you use the Site because your use of the Site after the posting of changes will constitute your acceptance of the changes.

**By accessing, browsing, using the Site, selecting “I Accept” during the membership registration, and or the submission of payment; you represent that you have read, understand, and agree to be bound by the terms and conditions of this Agreement.**

By agreeing to these Terms it also constitutes your agreement to the Company Privacy Policy (the “Privacy Policy”), which are incorporated in these Terms.

• Company grants you a personal, limited, non-transferable, non-exclusive license to access and use the Site.

• Company reserves the right, in its sole discretion and without notice to you, to revise the products and services available on the Site and to change, suspend or discontinue any aspect of the Site and we will not be liable to you or to any third party for doing so.

• Company may also impose rules for and limits on use of the Site or restrict your access to part, or all, of the Site without notice or penalty. Your continued use of the Site will constitute your acceptance of any such changes.

**USE OF SITE**

**You may use the Site only for your own noncommercial personal use and in compliance with these Terms.**

You are responsible for your own communications, including the transmission, uploading or posting of information to the Site and are responsible for the consequences of such communications.

Any other use of the Site requires the prior written consent of Company.

***You may not otherwise copy, modify, or distribute the contents of this Site without the express written permission of the Company. You may not modify, publish, transmit, participate in the transfer of, sell, create derivative works from, or in any way exploit any of the content found on the Site, in whole or in part.***

Company requires all Members to agree not to use the Site, and specifically prohibit any use of the Site, for any of the following purposes:

• Posting, communicating or transmitting any material that infringes on any intellectual property, publicity or privacy right of another person or entity;

• Posting any information which is untrue, inaccurate or not your own;

• Engaging in conduct that would constitute a criminal offense or give rise to civil liability or otherwise violate any law or regulation;

• Attempting to interfere in any way with the Site or Company’s network security, or attempting to use the Site to gain unauthorized access to any other computer system; and

You may not use spiders, robots, data mining techniques or other automated devices or programs to catalog, download or otherwise reproduce, store or distribute content available on the Site.

Further, you may not use any such automated means to manipulate the Site, such as automating what are otherwise manual or one-off procedures. You may not take any action to interfere with, or disrupt, the Site or any other user's use of the Site, including, without limitation, via means of overloading, “flooding”, “mailbombing” or “crashing” the Site, circumventing security or user authentication measures or attempting to exceed the limited authorization and access granted to you under these Terms. You may not frame portions of the Site within another web site. You may not resell use of, or access to, the Site to any third party without Company’s prior written consent.

**REGISTRATION AND PASSWORDS**

In order to access certain services on the Site, you will be required to provide specific information. ***All information about you must be truthful, and you may not use any aliases or other means to mask your true identity***. Any access codes or passwords provided should be safeguarded at all times. You are responsible for the security of your access codes and passwords and will be solely liable for any use or unauthorized use of the Site under such access codes or passwords.

Company may suspend or terminate your access at any time with or without notice. To understand how we use information collected from you, please read our Privacy Policy.

**SITE NOT FOR MINORS**

The Site is available to registered and unregistered users who are 13 years old and older and who have not been suspended or removed by Company for any reason (each a “Member”). Company reserves the right to revoke your ability to access the products and services offered on the Site for any reason at any time including as a result of a violation of these Terms or the Privacy Policy, without notice. ***If you are a minor, you must obtain the consent of your parent or legal guardian to use the Site and agree to these Terms***. Use of the Site is void where prohibited by law.

**SUBSCRIPTION CONTRACT**

Company offers two subscription types: recurring monthly subscriptions (“Monthly Subscriptions”); and prepaid annual subscriptions (“Annual Subscriptions”).

**MONTHLY SUBSCRIPTION**

By purchasing a Monthly Subscription, you acknowledge that your subscription has an initial and recurring payment feature and you accept responsibility for all recurring charges prior to cancellation.

Your subscription will be automatically extended for successive monthly periods and your payment method will automatically be charged for each successive monthly period at the then-current subscription rate.

***To cancel your Monthly Subscription at any time, you must logon to your account and follow the cancellation procedures or call or email us and we will do it for you.***

If you cancel, you may use your subscription until the end of your then-current subscription term. Company may submit periodic charges (e.g., monthly) without further authorization from you, until you provide prior notice that you have terminated this authorization or wish to change your payment method. Such notice will not affect charges submitted before Company reasonably could act.

**ANNUAL SUBSCRIPTION**

By purchasing an Annual Subscription, you acknowledge that your subscription has an initial pre-payment feature for one full year of service.

At the end of the year, you will be notified prior to your subscription being renewed. If you choose to renew, your subscription renewal price remains at your previous rate. If you choose not to renew during the renewal period and later renew, your rate will be the then-current subscription rate.

***You may only cancel your Annual Subscription during the first month of the subscription.***

**PROPRIETARY RIGHTS**

You acknowledge and agree that the content (other than content that may be submitted by Members), materials, text, images, videos, graphics, trademarks, logos, button icons, music, software and other elements available on the Site are the property of the Company and are protected by copyright, trademark and/or other proprietary rights and laws.

***You agree not to sell, license, rent, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, modify or create derivative works from any content or materials on the Site.***

All of Company’s Site content is copyrighted by [your legal company name.] All rights reserved. Except as expressly set forth in these Terms, no license is granted to you and no rights are conveyed by virtue of accessing or using the Site. Company reserves all rights not granted under these Terms.

**MEMBER CONTRIBUTED CONTENT**

Company values your engagement. When contributing content, please consider the following guidelines:

• By submitting or posting any materials or content on the Site, you grant Company a perpetual, irrevocable, non-terminable, worldwide, royalty-free and non-exclusive license to use, copy, distribute, publicly display, modify, create derivative works, and sublicense such materials or any part of such materials.

• You represent, warrant and covenant that any materials you provide do not include anything (*including, but not limited to, text, images, music or video*) to which you do not have the full right to grant Company the license specified above.

• You further represent, warrant and covenant that any materials you provide will not contain libelous or otherwise unlawful, abusive or obscene material.

• Company will be entitled to use any content submitted by you without incurring obligations of confidentiality, attribution or compensation to you.

• All contributed content is subject to the terms set forth below and in our standard Terms and Conditions, which include our policy regarding copyright infringement;

***We reserve the right not to post your content if it contains any of the following* *types of content or violates other guidelines.***

By way of example, and not as a limitation, you agree that when contributing content, you will not:

• Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;

• Use obscenities, discriminatory language, or other language not suitable for a public forum;

• Post advertisements, “spam” content, or references to other products, offers, or websites;

• Post email addresses, URLs, phone numbers, physical addresses or other forms of contact information;

• Post unduly critical or spiteful comments of other content posted on the page or its authors;

• Post files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights or have expressly received all necessary consents;

• Post files or content that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;

• Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, or impersonate any person or entity or falsely state or misrepresent your affiliation with any person or entity;

If you want to share feedback with the Company concerning information provided via the membership section, please contact us directly via [preferred email address] and not through the Site.

**LIVE CALL ADDENDUM**

Company will provide live calls, webinars, web casts, or any other audio or visual interaction known or yet unknown, as part of your purchase and when your account is current and in good standing.

Company reserves the right to record any and all of its offered calls, webinars, web casts, and or any other method of hosting and recording an interaction with you and to reuse, redistribute, repurpose, or any other method that Company decides to use as part of its business.

When you access and or participate on a call, webinar, online video conferencing, web casts, or any other method known or not yet known with the Company as part of the product or service, you grant the Company a non-exclusive, limited use, worldwide license to your voice, likeness, and or words without compensation to you now or at any time in the future.

Company is providing these calls as part of the product or service that you purchased and the calls, webinars, online video conferencing, web casts or any other method known or not yet known are in the nature of [insert the type of information that you are providing.]

**FACEBOOK® GROUP**

Company will provide access to a Facebook® group as part of your purchase and when your account is current and in good standing.

Your access and responsibilities to continued participation within the Facebook group are outlined in the Facebook group terms available within the group and here.

**GENERAL DISCLAIMER**

You assume all responsibility and risk with respect to your use of the Site.

THE SITE, ALL CONTENT, AND OTHER INFORMATION ON OR ACCESSIBLE FROM OR THROUGH THIS SITE OR A “LINKED” SITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SECURITY OR ACCURACY.

SPECIFICALLY, BUT WITHOUT LIMITATION, COMPANY DOES NOT WARRANT THAT:

(1) THE INFORMATION ON THIS SITE IS CORRECT, ACCURATE OR RELIABLE;

(2) THE FUNCTIONS CONTAINED ON THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE; OR

(3) DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKE THEM AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Company makes no warranties of any kind regarding any non-Company sites to which you may be directed or hyperlinked from this Site. Hyperlinks are included solely for your convenience, and Company makes no representations or warranties with regard to the accuracy, availability, suitability or safety of information provided in such non-Company sites. Company does not endorse, warrant or guarantee any products or services offered or provided by or on behalf of third parties on the Site.

**DISCLAIMER – NO PROFESSIONAL ADVICE**

Any information provided by Company regarding the information or otherwise is for informational purposes only.

You should not take any action, or refrain from acting, based upon any information contained on the Site.

Use of the Site is not meant to serve as a substitute for professional advice. You should seek independent professional advice when appropriate. Company does its best to provide objective, accurate information but also recommends that you seek out professional advice regarding any information that you receive via the Site.

**INDEMNIFICATION**

You agree to indemnify, hold harmless, and defend Company, its parent, subsidiaries, divisions, and affiliates, and their respective officers, directors, employees, agents and affiliates from any and all claims, liabilities, damages, costs and expenses of defense, including attorneys’ fees, in any way arising from or related to your use of the Site, your violation of these Terms or the Privacy Policy, content posted to the Site by you, or your violation of any law or the rights of a third party.

**LIMITATION OF LIABILITY**

IN NO EVENT SHALL COMPANY, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES, OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE BE LIABLE TO ANY USER OF THE SITE OR ANY OTHER PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, OR LOSS OF USE) ARISING OUT OF THE USE OR INABILITY TO USE THE SITE, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, SUBSIDIARIES, SUPPLIERS, AFFILIATES OR THIRD PARTIES PROVIDING INFORMATION ON THIS SITE TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM YOUR USE OF THIS SITE, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT YOU PAID TO COMPANY IN CONNECTION WITH THE EVENT GIVING RISE TO SUCH LIABILITY.

You acknowledge that the preceding paragraph shall apply to all content, merchandise and services available through the Site. Because some states do not allow limitations on implied warranties or the exclusion or limitation of certain damages, all of the above disclaimers or exclusions may not apply to all users.

**INTERNATIONAL USE**

Company controls and operates the Site from the United States. Company makes no representation that materials on the Site are appropriate or available for use outside the United States. If you choose to access this Site from outside the United States, you do so at your own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

**COPYRIGHT INFRINGEMENT  
TAKE-DOWN NOTICE**

Company specifically prohibits the posting of any content that violates or infringes the copyright rights and/or other intellectual property rights (including rights of privacy and publicity) of any person or entity.

If you believe that any material contained on this Site infringes your copyright or other intellectual property rights, you should notify Company of your copyright infringement claim in accordance with the following procedure.

Company processes notices of alleged infringement that it receives and will take appropriate action as required by the Digital Millennium Copyright Act (“DMCA”).

The DMCA requires that notifications of claimed copyright infringement should be sent to the following address:

Dream Baby Cafe, LLC

1000 Peachtree Industrial Blvd Suite 6-299

Suwanee, Ga 30024

678-925-8494

To be effective, the notification must be in writing and contain the following information (DMCA, 17 U.S.C. §512(c)(3)):

• Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

• Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

• Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;

• Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;

• A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

• A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please contact Company with any questions or concerns in connection with these Terms or the Site, or to provide any notice under these Terms.

**SEVERABILITY**

If any part of these Terms shall be held or declared to be invalid or unenforceable for any reason by any court of competent jurisdiction, such provision shall be ineffective but shall not affect any other part of these Terms, and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

**WAIVER**

**REMEDIES**

The failure of Company to partially or fully exercise any rights or the waiver of Company of any breach of these Terms and Conditions by you shall not prevent a subsequent exercise of such right by Company or be deemed a waiver by Company of any subsequent breach by you of the same or any other term of these Terms.

The rights and remedies of Company under these Terms and any other applicable agreement between you and Company shall be cumulative, and the exercise of any such right or remedy shall not limit Company’s right to exercise any other right or remedy.

**GOVERNING LAW**

The laws of the State of Georgia shall govern these Terms without regard to conflict of laws provisions.

**ARBITRATION**

Any dispute relating in any way to your visit to, or use of, the Site, to the products you purchase through the Site (including a subscription), or to your relationship to Company shall be submitted to confidential arbitration in [city and state]; provided, however, that to the extent that you have in any manner violated or threatened to violate our intellectual property rights, we may seek injunctive or other appropriate relief in any state or federal court in the State of [state name]

You consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of [state name].

Arbitration under these Terms will be conducted pursuant to the Commercial Arbitration Rules then prevailing at the American Arbitration Association. The arbitrator’s award will be final and binding and may be entered into as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under these Terms will be joined to an arbitration involving any other party subject to this Terms, whether through class action proceedings or otherwise. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of this Site or these Terms must be filed within one (1) year after such claim of action arose or be forever banned.

• Arbitration is more informal than a lawsuit in court.

• Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts.

• Arbitrators can award the same damages and relief that a court can award.

YOU AND COMPANY AGREE THAT EACH MAY ONLY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, unless both you and Company agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding.

The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.