

Terms of Use

THESE ARE THE GENERAL TERMS AND CONDITIONS GOVERNING YOUR USE OF THIS WEBSITE AND OUR SERVICES. BY ACCESSING, USING THIS WEBSITE, OUR NEWSLETTERS OR ANY OTHER SERVICES, YOU ARE CONCLUDING A LEGALLY BINDING AGREEMENT BASED ON THESE TERMS WITH HAPPY AND HEALTHY MOM.COM.

Introduction

Welcome to the www.happyandhealthymom.com web site. This web site, and the information, content, products and services it makes available (which, collectively are referred to as the "Web Site"), is provided to you by Happy and Healthy Mom.Com, a sole proprietorship with its principal offices located in Fort Lauderdale, Florida ("Happy and Healthy Mom" or "We"). These Terms of Use (this "Agreement") set forth the terms and conditions governing your use of this Web Site.

Modifications to this Agreement

Happy and Healthy Mom may make changes to this Agreement from time to time in its sole discretion, by updating this posting on this Web Site, and specifying the effective date of the new version of the Agreement. Your continued use of the Web Site following the posting of a new version of the Agreement constitutes your acceptance of any such changes. Accordingly, whenever you visit this Web Site you should check to see if a new version of the Agreement has been posted.

Contact Information

If you have any questions or concerns with respect to this Agreement or the Web Site you may contact a representative of Happy and Healthy Mom by [e-mail](#) or mail at Customer Service, Happy and Healthy Mom.Com, 3881 W State Rd 84, Unit 205, Davie, FL USA.

Web Site Intended Audience

This Web Site is operated by Happy and Healthy Mom from its offices in the United States. This Web Site is directed to adults in the United States and is not intended for children under the age of thirteen.

Privacy

We describe our current practices related to personally identifiable information collected through the Site in our Privacy Policy and that we may update our policies and practices from time to time at our sole discretion.

Your Use of Content and Information -- Disclaimer with Respect to Content

A variety of information, advice, recommendations, letters, messages, comments, posts, text, graphics, software, music, sound, photographs, videos, data, and other materials ("Content") is available on the Web Site. Some of the Content is provided by Happy and Healthy Mom or its suppliers, and other Content is provided by persons who use the Web Site ("Users"), such as User opinions and views provided via posts to blogs. While Happy and Healthy Mom strives to keep the Content that it posts on the Web Site accurate, complete, and up-to-date, Happy and Healthy Mom cannot guarantee, and is not responsible for, the accuracy, completeness, or timeliness of any Content, whether provided by Happy and Healthy Mom or its suppliers, or by Users of the Web Site. Any opinions, advice,

statements or other information expressed or made available by Users or third parties, including but not limited to bloggers, are those of the respective User or other third party and not of Happy and Healthy Mom. Happy and Healthy Mom does not endorse and is not responsible for the accuracy or reliability of any opinion, advice or statement made on the Web Site.

Happy and Healthy Mom does not have any obligation to prescreen, edit, or remove any Content provided by Users that is posted on or available through the Web Site.

Notwithstanding the foregoing, Happy and Healthy Mom will have the right (but not the obligation), in its sole discretion and for any reason, to prescreen, edit, refuse to accept, remove, or move any such Content.

THE CONTENT AVAILABLE VIA THE WEB SITE IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER HAPPY AND HEALTHY MOM NOR ITS SUPPLIERS OR USERS ARE ENGAGED IN RENDERING MEDICAL, COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE.

SUCH CONTENT IS INTENDED SOLELY AS A GENERAL EDUCATIONAL AID. IT IS NOT INTENDED AS MEDICAL OR HEALTHCARE ADVICE, OR TO BE USED FOR MEDICAL DIAGNOSIS OR TREATMENT, FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION AND BEFORE STARTING ANY NEW TREATMENT.

User-Submitted Content

Representations Made and Rights Granted

You are responsible for all Content that you submit, post, or otherwise make available to or through the Web Site. By doing so, you represent and warrant to Happy and Healthy Mom that such content is not confidential and that you have all necessary permission to submit, post and otherwise make available such Content.

Happy and Healthy Mom makes no claims to ownership of Content that you submit, post or otherwise make available to or through the Web Site and you continue to retain all ownership rights in such Content and the right to use your Content as you determine. However, you do grant to Happy and Healthy Mom and its affiliates a worldwide, nonexclusive, perpetual, fully sub-licensable, royalty-free right and license as set below:

a. with respect to Content other than photos, graphics, audio, video, or journals that you submit, post or otherwise make available to public areas of the Web Site (e.g. not intended as a private communication), the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform, and publicly display such Content (in whole or part) worldwide via the Web Site or otherwise, and/or to incorporate it in other works in any form, media, or technology now known or later developed; and

b. with respect to photos, graphics, audio, video or journals that you submit, post or otherwise make available to public areas of the Web Site, the license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, publicly perform and publicly display such Content for the purpose for which such Content was submitted, posted or made available.

Do(s) and Don't(s) for Users

You agree that you will comply with applicable laws, this Agreement, and DO(s) and DON'T(s).

DO

comply with the Agreement and all Laws; and submit accurate, lawful and interesting content.

DON'T

submit, post, or otherwise make available to or through the Web Site any information that:

- is unlawful, harassing, defamatory, abusive, threatening, obscene, harmful, tortious, libelous, or invasive of another's privacy;
- infringes or violates any party's copyright, trademark, trade secret, patent, or other proprietary right;
- contains any worms, viruses, or other harmful, disruptive, or destructive files, code, or programs;
- includes any unauthorized advertising, promotional materials, chain letters, spam, junk mail, or any other type of unsolicited mass e-mail to people or entities that have not agreed to be part of such mailings; or
- you do not have the right to submit, post, disseminate, or transmit.

use the Web Site in any way to:

- impersonate any person or entity; falsely state or otherwise misrepresent your affiliation with any person or entity; intentionally omit, delete, forge, or misrepresent transmission information, including headers, return mailing, and Internet protocol addresses; or otherwise manipulate identifiers to disguise the origin of any content that you submit or transmit through the Web Site;
- disrupt the normal flow of dialogue or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;
- interfere with, disrupt, or harm in any way the Site or servers or networks connected to the Web Site;
- electronically stalk or otherwise harass another user;
- engage in any activities that would violate the personal privacy rights of others, including but not limited to collecting and distributing information about other users without their permission, except as permitted by applicable law; or
- use the Web Site in violation of any applicable laws or regulations, or any rules or guidelines established by Happy and Healthy Mom.

User Rights and Responsibilities

Your Responsibilities

Please consult your doctor or other qualified professional before relying on information you find in the community areas. If you believe that you have an emergency of any kind, please contact your healthcare provider or dial 911 or your local emergency number for assistance.

HAPPY AND HEALTHY MOM AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT AVAILABLE VIA THE WEB SITE, INCLUDING THE COMMUNITY AREAS. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE

OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF CONTENT POSTED IN THE COMMUNITY AREAS.

THE CONTENT AVAILABLE IN THE COMMUNITY AREAS IS PROVIDED WITH THE UNDERSTANDING THAT NEITHER HAPPY AND HEALTHY MOM NOR ITS SUPPLIERS OR USERS ARE ENGAGED IN RENDERING MEDICAL, COUNSELING, LEGAL, OR OTHER PROFESSIONAL SERVICES OR ADVICE.

YOU SHOULD NOT UTILIZE SUCH CONTENT AS MEDICAL OR HEALTHCARE ADVICE, MEDICAL DIAGNOSIS, OR TREATMENT FOR ANY INDIVIDUAL PROBLEM. IT IS ALSO NOT INTENDED AS A SUBSTITUTE FOR PROFESSIONAL ADVICE AND SERVICES FROM A QUALIFIED HEALTHCARE PROVIDER FAMILIAR WITH YOUR UNIQUE FACTS. ALWAYS SEEK THE ADVICE OF YOUR PHYSICIAN OR OTHER QUALIFIED HEALTHCARE PROVIDER REGARDING ANY MEDICAL CONDITION.

Adverse Events with Medical Products

If you have an unexpected or negative reaction (or "adverse event") that may be related to the use of a medical product, it is important that you tell your doctor and also report it to the company that makes or sells the product so they can investigate the problem. The product should include the company's phone number on the label. You can also report the problem to the United States Food and Drug Administration at

<http://www.fda.gov/medwatch/index.html>.

Ownership and Intellectual Property Rights

Ownership

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Happy and Healthy Mom does not make any representations or warranties with respect to any content or privacy practices, or otherwise with respect to such third parties or any items or services that may be obtained from such third parties, and you agree that Happy and Healthy Mom will have no liability with respect to any loss or damage of any kind incurred as a result of any dealings between you and any third party, or as a result of the presence of such third parties on the Web Site.

Disclaimer of Warranties With Respect to Web Site

THE WEB SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. HAPPY AND HEALTHY MOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

HAPPY AND HEALTHY MOM DOES NOT MAKE ANY WARRANTY THAT THE WEB SITE WILL MEET YOUR REQUIREMENTS, OR THAT ACCESS TO THE WEB SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. HAPPY AND HEALTHY MOM MAKES NO WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE WEB SITE OR AS TO THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE WEB SITE.

Limitations of Liability

HAPPY AND HEALTHY MOM AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR ANY CONSEQUENCE RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE CONTENT AVAILABLE VIA THE WEB SITE. YOU MUST EVALUATE, AND BEAR ALL RISKS ASSOCIATED WITH, THE USE OF ANY CONTENT, INCLUDING ANY RELIANCE ON THE ACCURACY, COMPLETENESS, OR USEFULNESS OF SUCH CONTENT. YOU SPECIFICALLY ACKNOWLEDGE THAT HAPPY AND HEALTHY MOM IS NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF USERS OR THIRD PARTIES.

ADDITIONALLY, IN NO EVENT WILL HAPPY AND HEALTHY MOM OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR ANY OTHER SUCH DAMAGES, HOWSOEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE RESULTING FROM (1) THE USE OF, OR THE INABILITY TO USE THE WEB SITE; (2) THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES, ITEMS, OR WEB SITES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) THE STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE WEB SITE; OR (5) ANY OTHER MATTER RELATING TO THE

WEB SITE. THESE LIMITATIONS WILL APPLY WHETHER OR NOT HAPPY AND HEALTHY MOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

Indemnification

You agree to indemnify and hold harmless Happy and Healthy Mom, its directors, officers, employees, agents, and affiliates, from and against any and all liability, damages, losses, claims, expenses of any kind (including, without limitation, reasonable attorneys' fees) directly or indirectly related to (1) your breach of the Agreement; or (2) the Content you submit, post, or transmit through the Web Site.

Complaints Regarding Content

Regarding copyright infringement complaints:

Notice and Procedure for Making Claims of Copyright Infringement

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. sec. 512, Happy and Healthy Mom has designated an agent to receive notices of claimed copyright infringement. If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Happy and Healthy Mom's Copyright Agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. A description of the copyrighted work that you claim has been infringed;
3. A description of where the material that you claim is infringing is located on the Web Site;
4. Your address, telephone number, and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Happy and Healthy Mom's Copyright Agent for Notice of claims of copyright infringement can be reached by mail at:

Happy and Healthy Mom

ATTN: Copyright Agent

3881 W State Rd 84, Unit 205, Davie, FL 33312

Upon receipt of the written notification containing the information as outlined in 1 through 6 above:

1. Happy and Healthy Mom may remove or disable access to the material that is alleged to be infringing;
2. Happy and Healthy Mom may forward the written notification to such alleged infringer; and
3. Happy and Healthy Mom may take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.

Counter-Notification

If the alleged infringer believes that a notice of copyright infringement has been wrongly filed against it and it would like to submit a counter-notification, it may file a Counter-Notification in Response to Claim of Copyright Infringement with Happy and Healthy Mom's Copyright Agent.

To be effective, a Counter-Notification must be a written communication provided to the Happy and Healthy Mom's Copyright Agent for Notice that includes the following information:

1. A physical or electronic signature of the alleged infringer;
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement under penalty of perjury that the alleged infringer has a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if the alleged infringer's address is outside of the United States, for any judicial district in which Happy and Healthy Mom may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person.

Upon receipt of a Counter-Notification containing the information as outlined in 1 through 4 above:

1. Happy and Healthy Mom may promptly provide you with a copy of the Counter-Notification;
2. Happy and Healthy Mom may inform you that it will replace the removed material or cease disabling access to it within ten (10) business days; and
3. Happy and Healthy Mom may replace the removed material or cease disabling access to the material within ten (10) to fourteen (14) business days following receipt of the Counter-Notification, provided Happy and Healthy Mom's Copyright Agent for Notice has not received notice from you that an action has been filed seeking a court order to restrain Subscriber from engaging in infringing activity relating to the material on Happy and Healthy Mom's network or system.

You may want to seek the advice of independent legal counsel before filing a notification or counter-notification.

Notice and Procedure for Making Complaints Regarding Content

To notify Happy and Healthy Mom of Content that infringes your rights (other than copyright violations) or is otherwise unlawful ("Specified Content"), you must send a notice to the Happy and Healthy Mom Content Complaint Manager by mail, e-mail, or fax, and provide the following information:

- Your name, address, telephone number, and e-mail address;
- A description of the Specified Content that you claim either infringes your rights or is otherwise unlawful, specifying which parts of it you believe infringe your rights, or are unlawful, and which parts you believe should be removed;
- A description of the exact location of the Specified Content on the Web Site;
- (In the event you believe that the Specified Content infringes your rights): A statement specifying in detail the rights you assert, and why the Specified Content infringes them;
- (In the event you believe that the Specified Content is otherwise unlawful): A statement specifying in detail which laws you believe are being breached, and why the Specified Content does so;

- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are damaged by the Specified Content or authorized to act on such person's behalf; and
- Your electronic or physical signature (as appropriate).

When we receive a notice that complies with the above requirements, we will evaluate the information you provided (including, if appropriate, forwarding the notice to, or otherwise contacting the source of the Specified Content), and if appropriate in our judgment, remove or disable access to the Specified Content. In such case, we may notify the source of the Specified Content of your complaint and our action taken. In some cases, if the source of the Specified Content provides us with information indicating that the Specified Content has been removed wrongly, we may reinstate the Specified Content. Our take-down and re-instatement procedures are and remain at our sole discretion.

You may want to seek the advice of independent legal counsel before filing a notice or responding to a notice filed by someone else.

Happy and Healthy Mom Content Complaint Manager

Contact information for Happy and Healthy Mom's Content Complaint Manager is as follows:

E-Mail: info@happyandhealthymom.com

Fax: 206-888-4218

Mail: 3881 W State Rd. 84, Unit 205, Davie, FL, USA

Happy and Healthy Mom.Com

ATTN: Happy and Healthy Mom Content Complaint Manager

Your Account

You are responsible for maintaining the confidentiality of any passwords associated with your Happy and Healthy Mom account, monitor all activity under the account, and assume full responsibility for all activities that occur under your account (unless we cause a security breach).

Modification or Suspension of the Web Site

Happy and Healthy Mom may at any time modify, discontinue, or suspend its operation of this Web Site, or any part thereof, temporarily or permanently, without notice to you.

Termination

Either party may terminate the Agreement for any or no cause, at any time, by notice, which shall be effective immediately or as specified in the notice. After termination, you shall no longer access the Web Site. The provisions of this Agreement which by their intent or meaning intended to survive such termination shall continue to apply indefinitely.

Severability of Agreement

If any provision of the Agreement is found by a court or other binding authority to be invalid, you agree that every attempt shall be made to give effect to the parties' intentions as reflected in that provision, and the remaining provisions contained in the Agreement shall continue in full force and effect.

Applicable Law

This Agreement and the resolution of any dispute related to this Agreement or the Web Site shall be governed by and construed in accordance with the laws of California without giving effect to any principles of conflicts of law. Any legal action or proceeding between Happy and Healthy Mom and you related to the Agreement shall be brought exclusively in a court of competent jurisdiction sitting in Fort Lauderdale, Florida, United States, and you agree to submit to the personal and exclusive jurisdiction of such courts.