

Terms and Conditions of Use

This document (the “Agreement”) is a legally binding agreement between you and DrLullaby LLC, a company registered in the United States, and its subsidiaries, that governs your use of the online and mobile services associated with DrLullaby, including but not limited to, the DrLullaby mobile application (“App”).

For ease of reference, all of the features and functionality of the App, together with all of its content (whether accessible wirelessly, electronically or downloadable for printing), shall be referred to herein as the "System."

One component of the System is the self-help sleep improvement program with associated expert articles, tools, and online community (the “DrLullaby Service”). All terms governing the System also apply to the DrLullaby Service. The System and the DrLullaby Service are both owned and managed by DrLullaby LLC.

Please note that you must read and agree to the terms and conditions of this Agreement before you use the System and/or the DrLullaby Service. If you do not agree to the terms and conditions of the Agreement, you may NOT use the System nor may you use the DrLullaby Service.

The terms “we,” “us,” “our,” and “ours” when used in these terms mean DrLullaby, which includes any parent company, subsidiaries, branches or affiliates under common ownership or control of DrLullaby. The terms “you,” “your,” and “yours” when used in these terms mean any user of the System or parent or legal guardian who subscribed on behalf of an individual under the age of 18. If the user is under the age of 18, his/her parent or legal guardian agrees to be bound by this Agreement.

1. Contract Formation

Only individuals ages 18 and older may purchase a subscription to use the System. If an individual under the age of 18 uses the System, his/her parent or legal guardian must purchase the subscription on his/her behalf. By using the System you confirm that: (1) any registration information that you submit to DrLullaby is true, accurate and complete; you will update such information in order to keep it current; (2) you have read and agree to the terms and conditions contained in this Agreement and our Privacy Policy; and (3) that you shall be legally bound by such terms subject to all applicable laws and regulations.

2. Understanding DrLullaby

You acknowledge and agree that the DrLullaby Service is a personalized self-help system designed to help you improve sleep and that if you choose to access the DrLullaby Service you are solely responsible for deciding which of the suggested techniques you put into practice and how to apply those techniques.

You also acknowledge and agree that the DrLullaby Service is not intended to diagnose, treat or otherwise address any medical problem. The material on the System is provided for your

information and not provided as medical advice. The material should not be seen as a replacement for consultation with a doctor or other qualified healthcare professional. If you receive advice from a doctor or other qualified medical professional which conflicts with anything contained in the System then the former should take precedence.

DrLullaby is not a healthcare provider. DrLullaby has not been reviewed as a medical device by the Food and Drug Administration. DrLullaby is not affiliated, endorsed, or approved by the University of Chicago and/or its departments or related divisions.

3. Grant of Right of Use

Unless otherwise specified, we grant you a limited, nonexclusive, non-transferable, revocable right to make personal non-commercial use only of that content and those features of the System and DrLullaby Service in respect of which you have paid all applicable fees and charges, provided that you comply fully with the provisions of this Agreement.

4. Prices and Payment

All prices stated on the App are inclusive of applicable taxes and fees. DrLullaby may change the prices of Paid for Services from time to time. Any price change will be published on the App. You understand that only you may use your user account, and that your subscription to any Paid for Service is only valid for your own personal, non-commercial use and may not be shared with others.

Certain subscriptions to Paid for Services, where the term of subscription is either a week, or a month, are automatically renewed on a weekly, or monthly basis, respectively ("Repeating Subscription"). Payment for a Repeating Subscription will be taken automatically by DrLullaby from you in advance for the coming subscription's term. We will ask for your consent before any such Repeating Subscription is initiated, and you may cancel your Repeating Subscription via the App from your Account page at any time.

Payments made via the App are processed securely. We do not store credit card details. You represent that you are the owner, holder and authorized user of the credit or debit card account specified by you and you agree that we are authorized to take payments from your account as and when they become due. Payments made via the Apple App Store will be handled directly by Apple.

We reserve the right to change the subscription fee and billing methods at any time and shall notify you of all such changes prior to the renewal date when changes are to be implemented. Your continued use of the System and Paid for Services shall constitute acceptance of such changes.

5. Refunds

After you have purchased a subscription to any Paid for Service from the App, your payment will be processed and you will not be able to receive a refund. Any violation of the terms of this

Agreement may result in the cancellation of your subscription without refund. We will not refund any unused or inadvertently renewed subscriptions, and it is always within our sole discretion whether to grant any refunds.

6. Changes to the Agreement

DrLullaby reserves the right to change this Agreement from time to time. Any material amendments intending to bind an existing user of the System shall become effective after notification has been displayed for 7 days on such user's account settings page.

7. Your Health and DrLullaby

You are urged and advised to seek the advice of a doctor before beginning any sleep improvement program. In particular, if your child exhibits medically-based sleep problems (e.g., loud snoring, gasping or choking, tingling/numbness in legs, excessive daytime sleepiness despite adequate sleep duration, etc) you should seek medical attention before starting DrLullaby. If you are concerned about your child's sleep problem, or if your child frequently struggles to stay awake during the day, falls asleep during the daytime without intending to, or if you have any other concerns or questions about your child's health or medicines, you should always consult an appropriate healthcare professional. Be particularly cautious in making any changes to your child's sleep pattern if he/she has any serious mental health condition. Likewise, be cautious about embarking on vigorous exercise if your child has any serious medical or neurological condition. Always seek professional medical advice when contemplating any changes in your prescribed medicines.

Dr. Lisa Medalie is responsible for information provided on the System and contained within the DrLullaby Service. Care has been taken to confirm that the information presented by Dr. Lisa Medalie and other authors is accurate and describes generally accepted practices. If we find, or are alerted to, a mistake, we will correct it as quickly as possible. However, to the fullest extent permitted by applicable laws, the authors, editors and publishers are not responsible for errors or omissions, or for any consequences arising from application of the information on the System, and make no warranty, express or implied, with respect to the contents, completeness or accuracy of the material published.

8. Privacy

We process information about you in accordance with our Privacy Policy. By using the System, you consent to such processing and you warrant that all data provided by you is accurate. You also acknowledge that you have read and consent to the terms of the Privacy Policy.

In order to access the Paid for Services, you may be required to register personal information and establish unique usernames and passwords. You are responsible for maintaining the confidentiality of any passwords, and are fully responsible and or liable for all activities that occur under your password and username, whether by you or by anyone else using your identity. Should your password be compromised by breaches of security such as, but not limited to, loss, theft and unauthorized disclosure, it is your responsibility to immediately notify us of the need to

change or deactivate the password. Until we are so notified you will remain liable for any unauthorized use of your account.

The System may contain functionality that allows you to upload content in a public area (including, but not limited to, the online community). By submitting such content, you agree that such submission is non-confidential for all purposes. Additionally you automatically grant us, or warrant that the owner of such content or intellectual property has expressly granted us, a royalty-free, perpetual, world-wide nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute and display the content in any media or medium, in any form, format or forum now known or hereafter developed. We are not responsible for any content you submit to a public area, the consequences of posting such content, and your reliance on any other content found in the public area.

9. Intellectual Property Rights

The layout, design, content and graphics on the System and the DrLullaby Service are protected by US laws. Users are permitted to show, record or display, a reasonable quantity of content for personal, medical reasons, or for reasons required by law. No part of the System may be reproduced, caused to be reproduced, or stored in any medium, including but not limited to a retrieval system, or transmitted, in any form or by any means (electronic, mechanical, photocopying, recording, broadcasting), nor shown in public. You may not create any derivative work or make any other adaptation. You may not modify reproduced content in any way. You may not use any illustrations, photographs, videos or audio sequences or any graphics for any purpose outside your interface with the app.

If you show, record, display, capture, or print any material from the System in breach of these terms of use, your right to use the System and the DrLullaby Service will cease immediately and you must at our option return or destroy any copies of the materials you have made. All rights not expressly granted in these terms are reserved. For all other uses of our content or images you must contact us and obtain our prior written permission.

The DrLullaby name "DrLullaby" is a trademark owned by DrLullaby. Any use, including, but not limited to, framing, meta tags or other text using the DrLullaby name or other trademarks displayed, is strictly prohibited without our prior written consent.

Apple and the Apple logo are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.

10. Prohibited Uses

You agree that you will not use the System to:

- Upload, post, email or otherwise transmit any content or materials that are unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable at our sole and absolute discretion;

- Harm minors in any way, or solicit or otherwise attempt to gain any information from a minor;
- Impersonate any person or entity, including, but not limited to, any user of this System, a director, officer, employee, shareholder, agent or representative of DrLullaby or our affiliates;
- Falsely state or otherwise misrepresent your affiliation with DrLullaby, our affiliates or any other person or entity;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any postings or other materials transmitted to or through the System;
- Upload, post, email or otherwise transmit any materials that are not your own, or that you do not have a right to upload, post, email or otherwise transmit under any law or under contractual or fiduciary relationships (such as insider information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email or otherwise transmit any content or other materials that infringe upon any patent, trademark, trade secret, copyright, right of privacy or publicity or other proprietary rights of any party;
- Upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation except in the areas, if any that are specifically designated for such purpose;
- Upload, post, email or otherwise transmit any content or other materials that contain software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Disrupt the normal flow of dialog, cause a screen to "scroll" faster than other users of the System are able to type, or otherwise act in a manner that negatively affects or otherwise diminishes the quality of another user's experience of the System;
- Interfere with or disrupt the System or servers or networks connected to the System, or disobey any requirements, procedures, policies or regulations of networks connected to the System;
- Intentionally or unintentionally violate any applicable laws and/or regulations;
- "Stalk" or otherwise harass another user of the System and/or any employee of DrLullaby;
- Solicit, collect or post personal data or attempt to solicit, collect or post personal data about other users of the Website from the Website (including user names or passwords) or about any other third party;
- Access or attempt to access another user's account without his or her consent; and
- Knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

You also agree not to:

- Reproduce, duplicate, copy or re-sell any part of the System in contravention of the provisions of this Agreement;

- Resell access to the System;
- Frame the System or any part of it;
- Copy any material obtained from the System to peer to peer networks or other web sites or web services; and
- Access without authority, interfere with, damage or disrupt any part of the System, any equipment or network on which the System is stored, any software used in the provision of the System, or any equipment or network or software owned or used by any third party.

11. Breach of the Agreement

We will determine, exercising fair discretion, whether there has been a breach of this Agreement through your use of the System. When a breach of this Agreement has occurred, we may take such action as we deem appropriate, which may include all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use the System and the DrLullaby Service;
- Immediate, temporary or permanent removal of any posting or material uploaded by you to the System and the DrLullaby Service;
- Issuing you a warning notice to immediately cease or remedy such breach;
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- Any further legal action against you; and
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

We exclude liability for actions taken in response to breaches of this Agreement. The possible actions we may take on breach of this Agreement are not limited to those described here, and we may take any other action we reasonably deem appropriate.

12. Warranty

The use of the System and DrLullaby Service (including but not limited to their content and features) is at your own risk. The System is provided on an “as is” and “as available” basis. To the extent permitted by applicable law, DrLullaby gives no warranty, express or implied, as to the quality, content and availability or fitness for a specific purpose of the System or the DrLullaby Service or to the accuracy of the information contained in any of the materials on the System or the DrLullaby Service. DrLullaby shall not be liable to any person for any loss or damage of any kind, which may arise, directly or indirectly from the use of or inability to use any of the information contained in any of the materials on the System. There is no guarantee of availability of information on the System at any time, nor that it is up to date or error-free. As with any purchase of a product or service through any medium or in any environment, you should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from DrLullaby shall create any warranty on behalf of DrLullaby. Certain jurisdictions do not allow the exclusion or disclaimer of certain warranties.

Accordingly some of the above disclaimers may not apply to you. Your statutory rights as a consumer, if any, are not affected hereby.

13. Limitation of Liability

To the fullest extent applicable permitted by applicable laws, DrLullaby, its affiliates, officers, directors, employees, licensors or any third parties shall not be liable for any direct, indirect, incidental, special or consequential damages (including but not limited to any loss of data, service interruption, computer failure or pecuniary loss, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable) arising out of the use of or inability to use the System or DrLullaby Service, even if you have advised DrLullaby about the possibility of such loss, and including any damages resulting therefrom. Commentary and other materials posted on the System by other users are not intended to amount to advice on which reliance should be placed. We therefore, to the fullest extent permitted by applicable laws, disclaim all liability and responsibility arising from any reliance placed on such materials by any visitor to the System, or by anyone who may be informed of any of its contents. If any part of this limitation of liability is found to be invalid or unenforceable for any reason, then the aggregate liability of DrLullaby (including any of its affiliates, service providers and licensors) under such circumstance for liabilities that otherwise would have been limited, shall not exceed the maximum single purchase price of the DrLullaby Service.

Nothing in this provision affects our or our contractors' liability for death or personal injury arising from our (or their) negligence nor our (or their) liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter nor any other liability which cannot be excluded or limited under an applicable law.

14. Technology Limitations and Modifications

DrLullaby will make reasonable efforts to keep the System operational. However, certain technical difficulties, maintenance, or any other cause beyond our reasonable control (including (but not limited to) failure of the internet, natural disaster, labor shortage or dispute, or governmental act) may, from time to time, result in interruptions. DrLullaby reserves the right at any time to modify or discontinue, temporarily or permanently, functions and features of the System with or without notice. You agree not to hold us liable for any such failure or delay in performance and we agree to make all reasonable efforts to restore the System (or any part thereof) as soon as practicable. Following any disruption within DrLullaby's reasonable control we shall extend your access to the Paid for Services for at least the duration for which those Paid for Services were inaccessible on written request to the below address.

15. Third Parties

We may make software owned or operated by third-party companies available to you. You must only use this software in accordance with the terms and conditions imposed by the third-party provider.

Description of or reference to any organization, product, practitioner, publication or link to an external website does not imply endorsement by DrLullaby. Equally the omission of any such names does not necessarily indicate a lack of endorsement by DrLullaby.

Your correspondence or participation in promotions, or business dealings with advertisers found on or through the System, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such advertisers. You agree that we shall not be responsible or liable for any direct or indirect loss or damage of any sort, incurred, or alleged to have been incurred, as the result of any such dealings, or as the result of the presence of such advertisers on the System.

Certain hypertext links in this site may lead to other third party websites, which are not under the control of DrLullaby. When you activate any of these, you will leave the System and DrLullaby has no control over, and will accept no responsibility or liability, for the material on any website which is not under the control of DrLullaby. DrLullaby does not make any representations or give any guarantee or warranties of any kind, expressed, implied or otherwise about the content of on any external website link.

16. Indemnity

You agree to indemnify and hold DrLullaby and its officers, directors, employees and licensors harmless from any claim or demand (including but not limited to reasonable legal fees) made by a third party due to or arising out of or related to your violation of the terms and conditions of this Agreement or your violation of any applicable laws, regulations or third party rights.

17. Assignment by DrLullaby

DrLullaby may assign (or otherwise transfer) this Agreement or any part of it without restrictions. You may not assign (or otherwise transfer) this Agreement or any part of it to any third party.

18. Entire Agreement

This Agreement (incorporating these terms and the Privacy Policy as may be updated from time to time) constitutes all the terms and conditions agreed upon between you and DrLullaby and supersede any prior agreements in relation to the subject matter of this Agreement, whether written or oral. Any additional or different terms or conditions in relation to the subject matter of this Agreement in any written or oral communication from you to DrLullaby are void. You agree and accept that you have not accepted the terms and conditions of this Agreement in reliance of or to any oral or written representations made by DrLullaby not contained in this Agreement.

19. Severability and Waiver

If any provision of the Agreement is held by a court of competent jurisdiction to be unlawful, void or for any reason unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement shall remain in full force and effect.

If we fail to insist that you perform any of your obligations under these terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

20. Term and Termination

This Agreement is between you and us only and will become effective when you start using the System and will remain effective until terminated by you or DrLullaby. DrLullaby reserves the right to terminate this Agreement or suspend your DrLullaby account at any time in case of unauthorized, or suspected unauthorized use of the System whether in contravention of this Agreement or otherwise. If DrLullaby terminates this Agreement, or suspends your DrLullaby account, for any of the reasons set out in this section, DrLullaby shall have no liability or responsibility to you whatsoever, and DrLullaby shall not refund any amounts that you have paid.

21. Governing Law and Disputes

The System is controlled by DrLullaby from its offices in the United States. Access to, or use of, the System, including the DrLullaby Service and any related information and materials, may be prohibited by law in certain jurisdictions. You are responsible for compliance with all applicable laws of the jurisdiction from which you are accessing the System. We make no representation that the information contained herein is appropriate or available for use in other locations.

This Agreement and any contract between us, whether for use of the System or other purpose, and any non-contractual obligations (if any) arising out of or in connection with these terms and conditions or any such contract will be governed by the laws of the state of Illinois. The parties agree that the courts of Illinois have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement). Notwithstanding the foregoing, we reserve the right to bring legal proceedings in any jurisdiction where we believe a breach of this Agreement has originated.

22. Survivorship

The following provisions shall survive termination of this Agreement: Clause 9 (Intellectual Property), Clause 13 (Limitation), Clause 16 (Indemnity), Clause 18 (Entire Agreement), Clause 19 (Severability and waiver) and Clause 21 (Governing Law and Disputes).

23. Contact

You can contact us via the following details:

Customer Service

1440 W TAYLOR STREET #556

Chicago IL 60607

admin@doctorlullaby.com

Please note that we are unable to answer any requests for medical advice. Such inquiries should be addressed to an appropriate, qualified health practitioner.