



## Terms & Conditions

Below you will find the Terms and Conditions applicable to your registration for programs with HelloBirth, LLC. The terms “Instructor Training” or “HelloBirth Instructor Training” shall be deemed to refer to any and all programs offered by HelloBirth. The term “Registrant” shall be deemed to refer to the person who is registering for and will participate in a HelloBirth Instructor Training.

- 1. Exclusive Terms and Conditions.** HelloBirth does not accept any terms and conditions for registration for HelloBirth Instructor Training other than those expressly set forth below and hereby offers HelloBirth Instructor Training only upon the following terms and conditions. Registrant’s payment in full or payment of the first payment under an installment plan shall constitute Registrant’s assent to the terms and conditions set forth below. The terms and conditions of registration contained herein supersede all prior agreements, discussions, negotiations, proposals, or communications between HelloBirth and the Registrant. The terms and conditions of registration contained herein are not subject to amendment or modification unless expressly agreed to by HelloBirth in a writing executed by an authorized officer of HelloBirth.
- 2. Payment Terms.** No payments made by Registrant for the HelloBirth Instructor Training are refundable without the written consent of HelloBirth executed by one of its authorized officers, whether or not Registrant attends, participates in, or completes the applicable HelloBirth Instructor Training. Registrant may choose to pay for the entire program at the time of registration or to pay under an installment plan. If Registrant chooses to pay for a HelloBirth Instructor Training under an installment plan, Registrant authorizes HelloBirth to make automatic withdrawals from the credit or debit account Registrant provides at the time of registration for the HelloBirth Instructor Training. The dates on which HelloBirth shall make automatic withdrawals from Registrant’s account shall be determined according to the installment plan selected by Registrant at the time of registration. Registrant will lose the right to participate in a the HelloBirth Instructor Training and will be removed from community groups if an automatic withdrawal is declined and not successfully completed in 7 business days. When the withdrawal is processed, HelloBirth shall charge Registrant a \$35.00 processing fee for failed automatic withdrawal in addition to Registrant’s outstanding balance. Once withdrawal is approved, the Registrant can continue in the training and rejoin the community groups.
- 3. Program Cancellation.** Registrant is responsible for the full payment of any registration cancelled by the Registrant at any time before the HelloBirth Instructor Training's completion. Registrant may not cancel a registration and obtain a refund without the written consent of HelloBirth executed by one of its authorized officers.

If Registrant becomes unruly or disruptive during the course of a HelloBirth Instructor Training, in the sole discretion of the HelloBirth Instructor leaders, Registrant's right to participate in the HelloBirth Instructor Training will be terminated and Registrant will not receive a refund. If HelloBirth cancels a HelloBirth Instructor Training for any reason, Registrant will have the option of receiving a full refund or registering for a different HelloBirth Instructor Training.

**4. Release and Hold Harmless.** Registrant hereby releases HelloBirth and its members, independent contractors, employees, and agents from any and all claims, damages, liabilities, losses, and expenses, including but not limited to attorneys' fees, of any nature arising out of or resulting from Registrant's participation in any of the HelloBirth Programs or a certification HelloBirth conferred upon Registrant, except as may be caused by HelloBirth's gross negligence or intentional misconduct. To the fullest extent permitted by law, Registrant shall defend, indemnify, and hold harmless HelloBirth and its members, independent contractors, employees, and agents from and against any and all claims, damages, liabilities, losses, and expenses, including but not limited to attorneys' fees, of any nature arising out of or resulting from Registrant's provision of services as a childbirth educator to any and all individuals.

**5. Waiver and Severability.** A waiver of a breach of any provision of these Terms and Conditions shall not operate or be construed as a waiver or estoppel of any subsequent breach. In the event that one or more of the provisions contained in these Terms and Conditions shall for any reason be held unenforceable in any respect, such unenforceability shall not affect any other provision of these Terms and Conditions.

**6. Governing Law and Exclusive Jurisdiction.** All transactions between HelloBirth and Registrant shall be deemed to be entered into in the State of Virginia and shall be governed by the laws of the State of Virginia, without regard to conflict of laws provisions. By accepting these Terms and Conditions and/or by registering for a HelloBirth Instructor Training, Registrant hereby submits to the exclusive jurisdiction of the state and federal courts of the State of Virginia for any disputes arising from, concerning, or relating to these Terms and Conditions, any transaction between or involving HelloBirth and Registrant, and/or any HelloBirth Program.

**7. Signatures.** Registrants accept these Terms and Conditions through HelloBirth's payment portal during registration for a HelloBirth Instructor Training.