

Terms & Conditions Mamamoon B.V.

September 28, 2023

*[You are kindly requested to read these terms & conditions carefully. If you agree with the terms and conditions please click on the “**I accept button**” in the sign-up flow, if not, please click in the “**I do not accept button**” which will bring you back to the homepage.]*

The terms & conditions shall apply to the relationship between the private limited liability company incorporated under Dutch Law Mamamoon B.V., (hereinafter referred to as: “**Mamamoon**”) and any party using the website www.mamamoonapp.com and/or the Mamamoon App.

Article 1 – Definitions:

In these terms & conditions the following words and expressions shall have the following meanings unless the context requires otherwise:

App:	the mobile application “Mamamoon”.
Intellectual Property Rights:	all copyrights, trademarks, tradenames, designs, or patents registered or otherwise owned by Mamamoon.
Member:	the individual user of the Platform paying a Membership Fee to Mamamoon for the benefits as set out in Article 2.
Membership Fee:	a periodic fee payable by Users to Mamamoon.
Platform:	the online platform of Mamamoon which shall be made available to the Member through the Website and/or App.
Website:	the website as set out on the URL www.mamamoonapp.com

Article 2 – Mamamoon

- 2.1 Mamamoon exploits an online Platform accessible through the Website and App to offer an interactive birth and postpartum coach. The Program is directed to pregnant women and their partners.
- 2.2 Mamamoon shall keep all information within the Platform as accurate and up-to-date as possible. Member is aware that the information is not to be considered or intended as medical or personal advice and Mamamoon does not replace the position of any (medical) specialist.
- 2.3 Mamamoon shall use all reasonable endeavors to ensure that the Platform is available at all times. At times the Platform may be temporarily unavailable due to maintenance or otherwise. Mamamoon shall use reasonable endeavors to keep unavailability to a minimum.

- 2.4 Mamamoon shall not be liable to the Member for damages of whatever nature, direct or indirect, or consequential such as inter alia, losses due to delays, lost profits, and penalties forfeited by the Member arising in connection with the use of the Platform, any errors or omissions in advice rendered by it and/or unavailability of the Platform except in the case of intent or gross negligence on the part of Mamamoon or its executive management.

Article 3 – Members

- 3.1 Upon registration Members shall receive a unique username and password. Members are responsible for the misuse of the username and/or password. Members are obliged to keep this information confidential to prevent unauthorized persons from using it. In case of misuse, Members are obliged to immediately inform Mamamoon.
- 3.2 The processing of personal data is subject to our Privacy Policy. The processing of any additional (personal) data provided by the Member is also subject to the Privacy Policy.
- 3.3 Mamamoon reserves the right to deny registration or to remove a Member at any time from the Platform at its own discretion.

Article 4 – Fees and Membership

- 4.1 Upon registration the Member is obliged to pay the Membership Fee to Mamamoon. The Membership Fee should be paid by bank transfer. Details regarding different Memberships can be found [here](#). Should the Membership Fee at any point not be paid in a timely manner, Mamamoon is entitled to suspend the access to the Platform.
- 4.2 In the event that the Member fails to fulfill its payment obligations Mamamoon is entitled to statutory commercial interest with an additional one (1) percent interest on all outstanding payments and is entitled to charge the Member for extrajudicial collection costs.
- 4.3 A membership starts upon receipt of the Membership Fee by Mamamoon and may not be terminated early. The membership is automatically renewed unless terminated by the Member with one month's notice at the following address: welcome@mamamoon.me.

Article 5 – Rewards

- 5.1 Upon completion of certain tasks in the App or on the Website, a Member can earn rewards ("Unicorn points"). These rewards are specified by applicable tasks. Rewards may be redeemed in Mamamoon's reward section. Rewards can include 1-on-1 sessions with Mamamoon experts, pre-recorded video classes, e-books, or vouchers with discounts from Mamamoon's partners.
- 5.2 An overview of rewards and Unicorn points are available online in Members' personal accounts. All Rewards and benefits offered by Mamamoon are subject to change and subject to availability.
- 5.3 Mamamoon reserves the right to cancel or replace the rewards. Mamamoon will make reasonable efforts to ensure that the rewards are actually available. Mamamoon or its partners may limit the offer and Mamamoon cannot guarantee that the rewards will actually be available.
- 5.4 Rewards cannot be transferred or resold and are not redeemable for cash. Expired rewards

will not be refunded or replaced.

Article 6 – Liability

- 6.1 Member is aware that the information is not to be considered or intended as medical or personal advice and Mamamoon does not replace the position of any (medical) specialist. Furthermore, the Member is aware that Mamamoon is based in the Netherlands and most advice, tips, and actions on the Platform are therefore given from Dutch and European expertise and experience.
- 6.2 Member is aware that due care must be exercised at all times when performing actions as shown on the Platform. Mamamoon is not liable for any damage to persons or products which may occur after the use of the Platform and/or through the use of any information placed by or on behalf of Mamamoon.
- 6.3 Mamamoon shall not be liable for any failure in the performance of its obligations during the membership, with the exception of tort or gross negligence.

Article 7 – Intellectual property

- 7.1 Member acknowledges that Mamamoon owns and shall own all Intellectual Property Rights – such as copyrights and trademark rights – to the Platform. Nothing in this Agreement is intended to transfer ownership or any aspect of ownership of any Intellectual Property Rights to Partner.
- 7.2 Member is not entitled to use the Platform in any manner that does or could potentially undermine the security of the Platform or any other data or information stored or transmitted using the Platform. In addition, Member shall not, and shall not attempt to, interfere with, modify, or disable any features, functionality, or security controls of the Platform, defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection mechanisms for the Platform, or reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the service or the Platform.
- 7.3 Member will in any event not try to obtain any trademarks or other intellectual property rights with regard to the Platform and/or similar signs and shall not at any time do, or cause to be done, any act or thing contesting or in any way intending to impair the goodwill of Mamamoon, or Mamamoon's exclusive ownership of all right, title and interest in and to the Platform.

Article 8 – Force Majeure

Mamamoon shall not be liable for failure to perform or delay in performing any obligation under this Agreement if such failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion, or industrial dispute.

Article 9 – Termination

- 9.1 Mamamoon is – in addition to article 3.3 – entitled to terminate the membership at any time by giving the Member one month's notice.

- 9.2 Mamamoon is furthermore entitled to terminate the membership with immediate effect in case of breach of this Agreement if the Member shall become bankrupt or insolvent or shall enter into liquidation (other than voluntary liquidation for the purpose of reconstruction) or shall enter into an arrangement or composition with its creditors or any of them.

Article 10 – General

- 10.1 If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in it.
- 10.2 This Agreement constitutes the whole agreement between Parties and there are no promises, terms, conditions, obligations, representations, or warranties, oral or written, expressed or implied, other than those contained herein. This Agreement supersedes any previous agreements between the Parties.
- 10.3 This Agreement shall be construed in accordance with the Laws of The Netherlands and the competent courts in Amsterdam shall have sole and exclusive jurisdiction in relation thereto.