

Terms and Conditions

Last Updated: May 8, 2013

Welcome to **www.mothersmilk.coop** (the "Site"), owned and operated by Mothers Milk Cooperative, Inc. ("Mothers Milk," "us" or "we").

By accessing or using this Site, you are agreeing to these Terms and Conditions and our Privacy Policy (together, the "Terms") as in effect at the time of your use. We may update the Terms at any time, and if you keep using our Site after the Terms are updated, that will indicate your acceptance of the updated Terms. You should check back here from time to time to review the Terms currently in effect.

IF YOU DON'T AGREE TO THESE TERMS, PLEASE DON'T USE THE SITE.

1. **Your Use of the Site.** You may not use, store, display, publish, transmit, distribute, modify, reproduce, create derivative works of, participate in the transfer or sale of, publicly perform, or in any way exploit any of the information, software, text, images or other content of any type ("Site Content") or the User Content (as defined below), in whole or in part, outside of the specific usage rights granted to you by Mothers Milk as described in these Terms and Conditions and any applicable license that you have entered into with Mothers Milk. You may not use the Site in any manner that interferes with Mothers Milk' normal operations or with the use and enjoyment of another user. You agree to use the Site and the services only for their intended lawful purpose and in accordance with applicable laws.

You may display and electronically copy or download and print one (1) hard copy of the Site Content contained on the Site for your own personal, non-commercial use provided that you do not modify or delete any copyright, trademark or other proprietary notice or disclaimers. Any Site Content that you download is owned by Mothers Milk and is provided to you by Mothers Milk under a license that is revocable. The Site Content shall be used for informational purposes only unless a separate license for use of the Site Content is entered into as between you and Mothers Milk.

2. **Membership.** Membership on the Site may be made available to those over the age of 18 or the age of majority in the potential user's location, whichever is later, or legal entities who truthfully and accurately provide all required information (including a legitimate e-mail address) and obtain a unique username, password, and/or other registration information ("Account Information"). You agree and represent that all Account Information provided by you is accurate and up-to-date. If any of your Account Information changes, you must update it. Certain programs or services or certain interactive features of the Site may require you to become a Member before you are able to access them. Upon becoming a Member of the Site or providing any personal information through the Site, you agree that the information can be used by Mothers Milk in accordance with its Privacy Policy.

You are responsible for maintaining the confidentiality of your Account Information, your account and password and for restricting access to your computer, and you agree to accept sole responsibility for all activities that occur under your account or password. You may notify Mothers Milk at info@mothersmilk.coop if you become aware of any unauthorized use of your account or password. Furthermore, you are strongly advised to maintain and protect your privacy by choosing carefully what personally identifiable information you include in User Content (as defined below). We may at some

time utilize e-mail to communicate with users about service-related matters; by becoming a Site Member you are consenting to the receipt of these communications.

Unless provided otherwise in a separate agreement between you and Mothers Milk, Mothers Milk reserves the right to suspend, cancel or discontinue the Site or any feature provided on the Site in whole or in part, or with respect to any individual user at any time without providing notice and without being liable to any user and Mothers Milk also specifically reserves the right to, in its sole discretion, place an upper limit on the number of transmissions that you can submit or receive through the Site or the amount of storage space that you may use.

3. **Premium Services.** Some enhanced features or services ("Premium Services") may now or may in the future be offered through the Site in exchange for payment of a fee. In order to access and use such Premium Services, you will be required to provide payment information to Mothers Milk and to become a Member of the Site ("Paying Member"). Unless provided otherwise in a separate agreement between you and Mothers Milk, in order to cancel your status as a Paying Member, you must provide Mothers Milk with thirty (30) days written notice at the e-mail address specified herein. Any payments which would have been due during the thirty (30) days following your notice will be withdrawn from or charged to your account, and you hereby agree to pay such fees and authorize Mothers Milk to charge such fees and collect such payment.

4. **Medical Information.** The information provided on this Site is intended to be used for supplemental information purposes only, and is not a substitute for professional medical advice, diagnosis or treatment.. Reliance on any information provided in the Site is solely at your own risk. The Site may also include medically related materials that are sexually explicit. If you find these materials offensive, please do not use the Site.

5. **Posting Content.** Should the Site or any feature thereof allow posting of content by users, you shall be responsible for all content that you post on or transmit through the Site ("User Content"). You may not post or transmit any of the following: (a) copyrighted material and trademarks that are used without the express, written consent of the owner of such copyrighted material and/or trademark; (b) advertisements, promotions, solicitations or offers to sell any goods or services for any commercial purpose unless you have Mothers Milk' express, written consent; (c) material that, in the sole discretion of Mothers Milk, is pornographic, sexually explicit or obscene; (d) content that, in the sole discretion of Mothers Milk, exploits children and/or minors; (e) content that discloses or contains any personally identifiable information beyond a first name about any person who appears to be under the age of 18 or that includes private, confidential information; (f) content that Mothers Milk has reason to believe was posted for malicious or vindictive purposes, including libel, slander, defamation or harassment; (g) content that, in the sole discretion of Mothers Milk, may be deemed offensive to users of the Site, including, but not necessarily limited to, blatant expressions of bigotry, prejudice, racism, hatred or profanity; (h) content that promotes hate or may incite or threaten violence toward groups based on religion, race, ethnicity, gender, age, disability, or sexual orientation; (i) content promoting or providing instructional information about illegal or illicit activities; (j) content that transmits or contains viruses, corrupted files, etc. By registering as a member of the Site, you consent to having your User Content co-mingled with advertisements and other User Content that may appear on the Site.

Based on the very nature of User Content, Mothers Milk does not necessarily endorse, support, sanction, encourage, verify, or agree with the User Content posted on the Site. Any information or

material placed on the Site are the views and responsibility of the Member or user who posts the statements and do not necessarily represent the views of Mothers Milk. You agree that Mothers Milk is not responsible for, and shall have no liability to you with respect to, any information or materials or User Content posted by others, including defamatory, offensive, deceptive or illicit material, even material that violates these Terms and Conditions.

6. **Examination of Site; Removal of Content on Site.** If User Content is posted on the Site, Mothers Milk may examine User Content on the Site from time to time and Mothers Milk maintains the absolute right (though not the obligation) in the sole discretion of Mothers Milk to remove any User Content that does not meet the standards herein or that is otherwise objectionable or inaccurate in Mothers Milk' sole and absolute discretion. Mothers Milk also reserves the right to immediately terminate your access to the Site without notice or opportunity to cure if you fail to abide by these Terms and Conditions.

7. **Intellectual Property Rights.** You agree that Mothers Milk (or its licensor) owns any and all world-wide, registered or unregistered, intellectual property rights and interests that may reside in the Site. You agree that you have no right to use any trademarks, service marks or logos displayed on the Site without the prior express written permission of Mothers Milk. Other product names or business names that are published on the Site may be the property of their respective owners.

8. **Grant of License by You to Mothers Milk.** Mothers Milk shall not have intellectual property rights in User Content or User Data that is posted on the Site, and shall have no responsibility or obligation to protect or enforce any intellectual property rights that may exist in the User Content or User Data. By posting or transmitting User Content on or through the Site, you are granting to Mothers Milk a nonexclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license to use, store, display, publish, transmit, transfer, distribute, reproduce, rearrange, edit, modify, aggregate your User Content with the Site Content generated by Mothers Milk or with other User Content, create derivative works of and publicly perform that User Content for any purpose on and through each of the services provided by the Site or on other sites owned by Mothers Milk or its affiliates or partners. Mothers Milk shall have the right, but not the obligation, to use your name, city and state in connection with any use of your User Content. By posting or transmitting User Data on or through the Site, you are granting to Mothers Milk a nonexclusive, perpetual, irrevocable, worldwide, sub-licensable, royalty-free license to use, store, transmit, transfer, rearrange, aggregate your User Data with the Site Content generated by Mothers Milk or with other User Content, create derivative works of and display or perform the work for others accessing the Site using the same or linked Member information, and to otherwise access, store and use the User Data as is reasonably necessary to perform the services offered on the Site, whether offered now or in the future. These licenses shall apply to the distribution and the storage of your User Content and User Data in any form, medium, or technology now known or later developed.

9. **Disclaimer of Warranties.** UNLESS OTHERWISE EXPRESSLY PROVIDED, ALL SERVICES AVAILABLE THROUGH THE SITE, INCLUDING SOFTWARE AND INFORMATION PROVIDED ON THE SITE SHALL BE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS, AND MOTHERS MILK SPECIFICALLY DISCLAIMS ANY GUARANTEE, WARRANTY, OR REPRESENTATION, EXPRESSED OR IMPLIED, REGARDING THE CONDITION, ACCURACY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE OF THE SERVICES. YOUR RELIANCE ON THE SERVICES TO INCUR AN OBLIGATION OR TO MAKE A DECISION, AMONG OTHER THINGS, SHALL BE AT YOUR OWN RISK.

ALL CONTENT IS SUBJECT TO CHANGE AND IS PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. Without limiting the foregoing, unless provided in a separate written agreement between you and Mothers Milk, Mothers Milk neither warrants nor represents that your use of any Site Content or User Content will not infringe the rights of any third parties nor that the Site Content or User Content will be accurate, complete, up-to-date or available for your use when desired. Additionally, with reference to any discussions, postings, news and the like that may be on the Site, Mothers Milk assumes no responsibility or liability arising from any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, contained in any such locations on the Site.

10. **Limitation of Liability.** YOUR USE OF THE SITE, INFORMATION PROVIDED ON THE SITE, OR ANY SERVICES OFFERED THROUGH THE SITE IS AT YOUR OWN RISK. IN NO EVENT SHALL MOTHERS MILK BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, EVEN IF MOTHERS MILK HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE, OR ANY OTHER THEORY, ARISING OUT OF OR IN CONNECTION WITH THE USE, INABILITY TO USE, OR PERFORMANCE OF THE INFORMATION, SERVICES, PRODUCTS, MATERIALS, SITE CONTENT AND USER CONTENT AVAILABLE FROM THIS SITE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Please note that some jurisdictions may not allow the exclusion of certain damages, so some of the above exclusions may not apply to you, but shall be enforced to the fullest extent permitted under law.

11. **Indemnification.** You agree to indemnify, defend, and hold harmless Mothers Milk, its officers, directors, employees, agents, licensors, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees and court costs resulting from: (a) any violation of these Terms and Conditions, (b) any activity related to your account (including, but not limited to, negligent or wrongful conduct by you or any other person accessing the Site using your account or computer), and/or (c) any User Content you submit or transmit through the Site in violation of these Terms and Conditions. You also agree to take sole responsibility for any royalties, fees or other monies owed to any person by reason of any User Content you post or transmit through the Site.

12. **Links.** Mothers Milk may provide hyperlinks on this Site which link to other websites. If you use these links to these websites, you will leave this Site, and you do so at your own risk. Mothers Milk makes no warranty or representation regarding any linked websites or the information appearing on such linked websites. The links do not imply that Mothers Milk sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo, or copyright symbol displayed in the linked websites. Mothers Milk prohibits caching, unauthorized hypertext links to this Site, or the "framing", "in-line linking", "deep linking", or "mirroring" of any Site Content available on

this Site. As such, Mothers Milk reserves the right to disable any unauthorized links or frames and specifically disclaims any responsibility for the Site Content available on any other website linked to this Site. You should be aware that linked websites may contain rules and regulations, privacy policies, confidentiality policies, and other provisions that differ from the Terms of this Site. Mothers Milk is not responsible for such policies and expressly disclaims any and all liability related to such policies.

13. **Digital Millennium Copyright Act.** Mothers Milk intends to comply with the requirements of the Digital Millennium Copyright Act ("DMCA"). If you own a copyright or are the agent of a copyright owner, and you believe that any User Content infringes your copyrights, you may submit written notification to info@mothersmilk.coop, including the information required for such notifications by the DMCA, including the following (or any other requirements provided in the DMCA at the time of such notification): (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted works, or a representative listing if multiple works are allegedly infringing on a single online site; (c) identification of the material which is claimed to be infringing and information reasonably sufficient to permit Mothers Milk to locate the material; (d) information reasonably sufficient to permit Mothers Milk to contact you, such as a telephone number, address or e-mail address; (e) a statement of your good faith belief that the complained of use is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the written notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

If you are a user whose User Content has been disabled or removed from the Site, and you believe that your User Content is not infringing or if you have been authorized by the owner of the copyright, its agent or the law to post or transmit the content as User Content, you may send a counter-notice to info@mothersmilk.coop, including the information required for such notifications by the DMCA, including the following (or any other requirements provided in the DMCA at the time of such notification): (a) your physical or electronic signature; (b) identification of your User Content which has been removed or to which your access has been denied and the location at which the User Content appeared before it was removed or disabled; (c) a statement of your good faith belief that the User Content was removed or disabled as a result of mistake or misidentification of the User Content; (d) your name, address, telephone number and e-mail address; and (e) a statement that you will submit to the jurisdiction of the federal courts in the Western District of Michigan and will accept service of process from the person who provided notification to Mothers Milk of the allegedly infringing material.

If the designated contact person at Mothers Milk receives a counter-notice, it may send the counter-notice to the complaining party and inform the complaining party that the User Content will be restored or access to the User Content enabled within 10 business days. Mothers Milk shall have the sole discretion to replace the User Content or enable access to the User Content at any time after 10 business days from the time it provides such notice to the complaining party, unless the copyright owner files an action seeking a court order against the user who supplied the User Content.

14. **Law and Jurisdiction.** These Terms and Conditions and your use of the Site are governed by the laws of the State of Michigan, USA, without regard to its choice of law provisions. The courts of general jurisdiction located within Kent County, Michigan, USA, will have exclusive jurisdiction over any and all disputes arising out of, relating to, or concerning these Terms and Conditions and the Site or in which these Terms and Conditions and/or the Site are a material fact.

15. **Modification and Termination.** By providing Site Content, Mothers Milk does not promise that the Site Content will remain available to you. By using this Site, you agree to accept and abide by these Terms and Conditions. If you do not agree to accept and abide by these Terms and Conditions, do not use the Site. Mothers Milk may revise or modify these Terms and Conditions from time to time and post such revisions or modifications on this page. If these Terms and Conditions are revised, the revised Terms and Conditions will be posted here with the date of the most recent version posted above. Continued use of the Site after any such revision or modification constitutes your acceptance of the Terms and Conditions as so revised or modified, and the revised or modified terms will completely replace any prior version of this agreement or other legal agreement regarding the same subject matter between you and Mothers Milk.

Mothers Milk may end this legal agreement with you at any time if you violate the terms of the agreement, if Mothers Milk is required to do so by law, or if Mothers Milk determines, in its sole discretion, that it is no longer commercially viable to continue offering you access to the Site. Mothers Milk shall have the right to assign or transfer any rights or licenses granted by these Terms and Conditions. Upon termination of this agreement, Sections 6-10 and 12 of this agreement shall survive, as well as any other provision necessary to preserve the intent of the parties' agreement as herein expressed.

16. **Governing Agreement.** These Terms and Conditions shall govern your legal relationship with Mothers Milk. However, if additional terms and conditions are at any time provided with respect to a particular service or feature of the Site, those terms and conditions will control with respect to the particular service or feature to which they relate if there is a conflict between the service- or feature-specific terms and these Terms and Conditions.

17. **Violations of Terms.** Mothers Milk reserves the right to seek all remedies available at law and in equity for violations of these Terms. Any cause of action you may have with regard to the use of this Site against Mothers Milk must be instituted within one (1) year after the claim or cause of action arises or be deemed forever waived and barred. If any court of competent jurisdiction finds any provision of these Terms to be unenforceable, such provision shall be enforced to the maximum extent permissible, and the remainder of these Terms shall be separately enforced.

18. **Security.** Users are prohibited from violating or attempting to violate the security of the Site, including, but not limited to: (a) gaining unauthorized access to any portion, feature, or services offered by or through the Site, or any related systems, servers, or networks connected to the Site by hacking, password "mining", or any other unauthorized means; (b) scanning or testing the vulnerability of the Site or a system, server, or network connected to the Site; (c) breaching the security or authentication measures on the Site or any network connected to the Site; (d) performing reverse look-ups or tracing any information, personal or otherwise, of any other user or Mothers Milk; (e) taking any action that unreasonably or disproportionately burdens the Site's infrastructure, related systems, servers, or networks; or (f) using any device, software, or other method to interfere or attempt to interfere with the normal performance, transactions conducted, or with any other person's use of the Site. Mothers Milk will investigate occurrences of possible violations and will cooperate with all applicable law-enforcement authorities in prosecuting violators

19. **Contact Information.** Mothers Milk welcomes your questions or comments regarding these Terms and Conditions. If you have any questions, please feel free to contact Mothers Milk Cooperative:

Mothers Milk Cooperative
info@mothersmilk.coop

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Privacy Policy

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Welcome to www.mothersmilk.coop (the "Site"), owned and operated by Mothers Milk ("Mothers Milk," "us" or "we"). Mothers Milk is committed to protecting your privacy and developing technology that gives you a safe online experience. This Privacy Policy applies to the Site and governs data collection and usage of the Site only, and does not apply to any other information collected by Mothers Milk through any other means. By using the Site, you consent to the data practices described in this Privacy Policy.

1. Collection of your Personal Information. Mothers Milk may collect and store personal or other information that you voluntarily supply Mothers Milk online while using the Site. Mothers Milk may also collect anonymous demographic information, which is not unique to you, such as your ZIP code, age, preferences, interests and favorites. There is also information about your computer hardware and software that may be automatically collected by Mothers Milk. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used by Mothers Milk for the operation of the Site, to maintain quality of the Site, and to provide general statistics regarding use of the Site.

Please keep in mind that if you directly disclose personally identifiable information or personally sensitive data through public message boards, conversation pages, chat rooms, blogs, profile pages or other similar services, that personal information may be publicly posted and otherwise publicly available for use.

Mothers Milk encourages you to review the privacy statements of websites you choose to link to from Mothers Milk so that you can understand how those websites collect, use and share your information. Mothers Milk is not responsible for privacy statements or other content on websites other than the Site.

2. Use of your Personal Information. Mothers Milk may collect and use your personal information to operate the Site and deliver the services you have requested and to make improvements to the Site. Where appropriate, Mothers Milk may also use your personally identifiable information to inform you of other products or services available from Mothers Milk and Mothers Milk' affiliates as well as other agencies, organizations, or individuals for the purpose of providing additional services and assistance. However, Mothers Milk will not disclose information to other third party agencies, organizations or individuals unless you are informed of the possibility of such disclosure when you initially provide the personally identifiable information to Mothers Milk. Mothers Milk may also contact you via surveys to conduct research about your opinion of current services or of potential new services that may be offered.

If you supply us with your postal address on-line you may receive periodic mailings from us with information on new products and services or upcoming events. If you do not wish to receive such mailings, please let us know by e-mailing us at info@mothersmilk.coop with the word "unsubscribe" in the subject line. Please provide us with your exact name and address. If you supply us with your telephone number on-line, you may receive telephone contact from us or our affiliates with information

regarding new products and services or upcoming events. If you do not wish to receive such telephone calls, please let us know by sending us an e-mail at info@mothersmilk.coop with the word "unsubscribe" in the subject line. Please provide us with your name and telephone number.

Mothers Milk does not sell, rent or lease its user lists to third parties. Mothers Milk may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is not transferred to the third party. In addition, Mothers Milk may share data with trusted partners to help us perform services, perform statistical analysis, send you e-mail or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to Mothers Milk, and they are required to maintain the confidentiality of your information. Mothers Milk does not use or disclose sensitive personal information, such as race, religion, ethnicity or political affiliations, without your explicit consent.

Mothers Milk may keep track of the pages users visit within the Site in order to determine what Mothers Milk services are the most popular. This data may be used to deliver customized content within the Site to users whose behavior indicates that they are interested in a particular subject area.

Mothers Milk will disclose your personal information, without notice, only if required to do so by law or in the good faith belief that such action is necessary to: (a) protect the security of the Site; (b) to take any precautions against liability Mothers Milk deems necessary or advisable; (c) to respond to judicial process and subpoenas; or (d) to the extent permitted under provisions of applicable federal, state or local law; and/or to provide information to law enforcement agencies or for an investigation related to public safety or welfare.

3. Use of Cookies. The Site may now or in the future use "cookies" to help you personalize your online experience. One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the web server that you have returned to a specific page. This simplifies the process of recording your personal information, such as billing addresses, and so on. When cookies are used, when you return to the Site, the information you previously provided can be retrieved, so you can easily use the Mothers Milk features that you customized. You have the ability to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Mothers Milk Site.

4. Security of your Personal Information. Mothers Milk takes commercially reasonable measures to secure your personal information from unauthorized access, use or disclosure. Mothers Milk secures the personally identifiable information you provide on computer servers in a controlled environment, protected from unauthorized access, use or disclosure. When personal information (such as a credit card number, social security number, etc.) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

5. Changes to this Privacy Policy. Mothers Milk will occasionally update this Privacy Policy to reflect current Mothers Milk policies. If this Privacy Policy is revised, the revised Privacy Policy will be posted here with the date of the most recent version posted above. Continued use of the Site after any such revision or update constitutes your acceptance of the Privacy Policy as so revised or

modified. Mothers Milk encourages you to periodically review this Privacy Policy to be informed of how Mothers Milk is protecting your information. Finally, the terms of this Privacy Policy are subject to all applicable laws, rules, and regulations.

6. Children's Privacy Policy. The Site is not intended for those under the age of 18.

7. Contact Information. Mothers Milk welcomes your comments regarding this Privacy Policy. If you believe that Mothers Milk has not adhered to this Privacy Policy or if you have any other questions, please feel free to contact Mothers Milk:

Mothers Milk
info@mothersmilk.coop

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