



Website Terms of Use

Last Modified: June 13, 2023

Contact via: www.mambaby.com/en-us.

The following terms of use apply to all purchases from MAM USA, Inc. ("MAM") by the customer through MAM's website (the "Website") or other transactions for the sale of goods formed through the Website, or resulting from visits made by you, are governed by these Terms of Use.

Return Policy:

Due to the nature of our products, and to protect the integrity of baby products that are used orally, we cannot accept returns of our products except in the case of damaged goods. Accordingly, ALL SALES ARE FINAL. If you receive a product that is damaged, we will replace or refund at no additional cost to you.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE MAM, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR RELATED TO THE SALE OF ANY PRODUCTS ON THIS WEBSITE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

Arbitration Agreement

PLEASE READ THIS SECTION ("ARBITRATION AGREEMENT") CAREFULLY. **PLEASE BE AWARE THAT THIS SECTION CONTAINS PROVISIONS GOVERNING HOW DISPUTES BETWEEN YOU AND MAM WILL BE RESOLVED.**

Subject to the terms of this Arbitration Agreement, you and MAM agree that any dispute, claim, or disagreement arising out of or relating in any way to your use of the Website or other transactions for the sale of goods formed through the Website (each, a "Dispute") will be resolved by binding arbitration, rather than in court, except that you and MAM may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court. The arbitration will be conducted by American Arbitration Association (the "AAA"), an established alternative dispute resolution provider, under its rules, including Consumer Arbitration Rules (the "AAA Rules"), then effect, unless otherwise required by law. AAA's rules are also available at



<https://adr.org/consumer>, or by calling 1-800-778-7879. For all actions under the AAA Rules, the proceedings shall be filed in New York, New York. If AAA is not available to arbitrate, the parties will select an alternative arbitral forum. Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA rules. The arbitrator will be either a retired judge or an attorney licensed to practice law in the State of New York and will be selected by the parties from the AAA roster of consumer dispute arbitrators. If the parties are unable to agree upon an arbitrator within thirty-five (35) days of delivery of the Request, then AAA will appoint the arbitrator in accordance with the applicable AAA rules. The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. The award of the arbitrator is final and binding upon you and us. Judgment on the arbitration award may be entered in any court having jurisdiction.

Waiver of Jury Trial

YOU AND MAM HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and MAM are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is subject to limited review.

Waiver of Class and Other Non-Individualized Relief

YOU AND MAM AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this Section are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and MAM agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated only in the courts. All other Disputes shall be arbitrated or litigated in small claims court.

Attorneys' Fees and Costs

The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or MAM need to



invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration.

Indemnification

You agree to defend, indemnify, and hold harmless MAM, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law

All matters relating to the Website, including purchases of MAM products through the Website, and these Terms of Use or the Sale of Any Product on the Website, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Information About You and Your Visits to the Website

All information MAM collects on this Website is subject to our Privacy Policy [[LINK TO PRIVACY POLICY](#)]. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Notice for data processing

(1) MAM collects data from the customers necessary for the fulfillment of customer's order(s). This includes personally identifiable information such as customer's: (i) name; (ii) mailing/delivery address; (iii) e-mail address; and (iv) telephone number. MAM will, to the extent necessary, share with third-party service providers, including the fulfillment and payment processing providers, this personally identifiable information, and they may collect additional personally identifiable information, such as customer's credit card and billing information.

(2) MAM will not use customer data for other commercial purposes, including public opinion research or market research, without the customer's consent.

(3) If customer is a MAM Club Member, customer has the ability to review, change or delete customer's data via the "change MAM Club profile" icon in customer's profile at any time. Regarding the consent of the customer, more information about the collection, use

and work with data can be found in MAM's "MAM Club Privacy Policy."

UGC Terms & Conditions

User Generated Content Policy

By consenting to allow MAM to use your social media post on the MAM digital platforms such as the MAM website, a dedicated User Generated Content (defined below) gallery page, MAM social media channels, email communications and websites (the MAM Channels) you are agreeing to the following policy:

1. All posts and content tagged with the #yesMAM!, or used on the MAM Channels, including without limitation, your name, biographical information and all other names, usernames, pseudonyms, text, likenesses, graphics, logos, marks, images, photographs, code, videos, clips, GIFs, moving images and all other information and material shall be referred to in this policy as "UGC".
2. You hereby grant to MAM a worldwide, perpetual, irrevocable exclusive, assignable, royalty-free license and all necessary permissions and/or consents required (with full right to sub-license) to use, reproduce, exploit, publish, modify and alter your UGC including, without limitation, the right to adapt, alter, amend or change your UGC.
3. Any UGC you consent to us using will be considered non-confidential and non-proprietary.
4. You hereby warrant and represent that:
 - a. you own all rights in the UGC.
 - b. if your UGC contains any material that is not owned by or licensed to you or which is subject to third party rights, you are responsible for obtaining, prior to our use of your UGC, all releases, consents and/or licenses necessary to permit our use of your UGC.
 - c. you have obtained permission from any person(s) identifiable in the UGC to grant the rights specified in this policy, or where those person(s) are aged 18 years or under, you either:
 - i. are the parent or legal guardian of such identified person(s); or
 - ii. have obtained the express consent from a parent or legal guardian of such identified person(s) to their appearance in the UGC and to you submitting the UGC to the MAM Channels.
 - d. your UGC (including its use, publication and/or exploitation by us) shall not:
 - i. infringe the copyrights or database rights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any other person or entity.
 - ii. be abusive, offensive or contain otherwise inappropriate language.
 - iii. contain remarks that repeat criminal accusations, false, defamatory, or misleading statements.
 - iv. contain profanity, blasphemy, spiteful, racist, sexually explicit, sexually gratuitous, or discriminatory comments or content that might be considered to be harassment, abuse or threats against the personal safety or property of others.
 - v. contain material which impersonates others or personal information about anyone, including yourself, such as phone numbers, postal addresses, or credit card numbers.
 - vi. breach any legal or fiduciary duty owed to a third party, such as a contractual duty or a duty of confidence.



- vii. contain any malicious code, such as viruses, worms, Trojan horses or other potentially harmful programs, codes, or material; and
 - viii. violate any other applicable law, statute, ordinance, rule, or regulation.
5. You reserve the right to reverse your decision to allow us to use your UGC at any time from the initial point of agreement, however MAM shall not be obligated to delete any previously published posts with your UGC.
 6. You give us the right to use the UGC on the MAM Channels at any time that we choose, for any purpose, including to advertise our products. Publication of your UGC will be at our sole discretion and we are entitled to make additions or deletions to your UGC prior to publication, after publication or to refuse publication.
 7. You are not entitled to any fee, financial reward, or other incentives if we use your UGC on any of the MAM Channels.
 8. You understand that the personal data that we collect from the UGC will be treated in accordance with our Privacy Policy (which can be found here) and the terms of this policy.
 9. MAM is not liable for any UGC or its use. You shall indemnify and hold us harmless and any person acting on our behalf from any and all claims, demands, costs, liabilities, damages, and expenses (including reasonable legal fees) which we may incur in connection with the use of your UGC.
 10. We reserve the right to amend this policy at any time, and we will notify you of these changes when made.

Waiver and Severability

No waiver by MAM of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of MAM to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and MAM USA, Inc., and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.

Your Comments and Concerns

This website is operated by MAM USA, Inc., located at 575 Lexington Avenue, 14th Floor, New York, NY 10022.

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to:

consumerserviceusa@mambaby.com or by calling our customer service department at (866)949-1174.