

# Pregnant and Popped Terms and Conditions 260323

## STANDARD TERMS OF USE

These Terms and Conditions ("Terms") govern your use of our platforms ("Platforms"), services ("Services"), and participation in events organised by Empowa or Pregnant and Popped ("Events"). By accessing or using our Platforms or Services, or participating in an Event, you agree to these Terms. Please read them carefully.

### 1. Company details, Services and Definitions

- a. Introduction - Pregnant and Popped operates under the registered company name Empowa, based in Singapore with registration number UEN53418516M. Our registered office is located at 7500A Beach Road, #04-326, The Plaza, Singapore (199591). The terms "Empowa" and "Pregnant and Popped" may be used interchangeably throughout these Terms.
- b. Our Services - We provide online platforms, events and services designed to connect providers of perinatal and parenting services with individuals during pregnancy and postpartum. In these Terms:
  - i. "Service providers," "Product retailers," or "Pregnant and Popped Providers" refer to those offering services and products.
  - ii. "Parents" refers to individuals seeking these services or products.
- c. Definition of Platforms - "Platforms" refers to all systems used by Empowa, including but not limited to:
  - i. Websites, applications, social media platforms, and messaging services (e.g., WhatsApp).
  - ii. Any systems owned, operated, leased, rented, developed, or utilised by Empowa for communication, information sharing, service delivery, or referrals. Platforms may be free or paid and are also used for purposes like analysis, communication, and other service-related functions.

### 2. Website and Platform Ownership, Terms, and Usage Guidelines

- a. Website & Platform Ownership - This website and any related websites or applications (collectively referred to as "platforms") are owned and or operated by Empowa.
- b. Binding Terms - By using our platforms or services, you confirm that you have read, understood, and agree to these Terms.
- c. Who Can Use Our Platforms - You must be at least 18 years old or of the legal age of majority in your jurisdiction, with the authority to enter into these Terms. Use of our platforms or services is prohibited where restricted by law.
- d. Commercial Terms
  - i. Prices for services and products are displayed on the website and are subject to change without notice. Pricing errors may be corrected at any time.
  - ii. Before purchasing a service or product, ensure you understand its full description and have sought clarification if needed.
  - iii. Certain services operate on a subscription basis with automatic renewal unless cancelled.
  - iv. Completing a purchase constitutes a legally binding contract.

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- e. Intellectual Property - All content on our platforms, including text, images, logos, and software, is protected by copyright laws. You may not reproduce or distribute any content without prior written permission.
- f. Return and Refund Policy
  - i. Services: Refer to individual service pages for cancellation or rescheduling policies.
  - ii. Membership Plans: Check your Account/My Plans page for cancellation procedures. Membership plans are non-refundable.
  - iii. Events: Event bookings are final; no cancellations, refunds, or transfers.
  - iv. Products: Returns are accepted within 15 days for unused, undamaged products in their original packaging, accompanied by the receipt and accessories.
- g. Warranties for Products - We will repair or replace defective products under valid warranty claims. If a repair or replacement cannot be completed within a reasonable time, we will issue a full refund. Customers are responsible for returning defective products.
- h. Right to Modify Services - We may modify, suspend, or discontinue services or features without prior notice. Access to platforms or services may be suspended or terminated at our discretion.
- i. Account Suspension or Cancellation - We reserve the right to suspend or terminate your account at our discretion, including but not limited to, for violations of these Terms, applicable laws, or for any other reason. You may cancel your account at any time; however, subscriptions will only terminate at the end of the current billing cycle. Cancellation does not prevent charges already scheduled for the current billing cycle.
- j. Force Majeure - Empowa is not liable for service failures caused by events beyond its control, such as natural disasters or public health crises.
- k. Viruses and Malware - We take reasonable steps to ensure our platforms are secure but are not liable for damages caused by viruses, malware, or hacking. Users are responsible for their own device security.
- l. Linked Platforms - Empowa is not liable for content or services offered on linked external platforms. Links do not imply endorsements.
- m. Community Participation - Participation in our online or physical communities is optional. Public profiles and activities are visible to others. Opting out limits access to certain features.
- n. Promotional Communication - By providing contact information, you consent to receive promotional updates about Pregnant and Popped offerings, vendors, and events. We may share your contact information with vendors and Pregnant and Popped Providers to inform you about relevant products and services.. You may opt out at any time via the unsubscribe link or by contacting us.
- o. Indemnification - You agree to indemnify Empowa against any losses, liabilities, or claims resulting from your use of our platforms or services.
- p. Limitation of Liability - To the extent permitted by law, Empowa is not liable for indirect or consequential damages, including loss of profits or data. Total liability under these Terms is limited to the fees paid for our services.

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- q. Warranties and Representations - All warranties not expressly stated in these Terms are excluded to the fullest extent permitted by law.
  - r. Governing Law and Dispute Resolution - These Terms are governed by the laws of Singapore. The courts of Singapore will have exclusive jurisdiction over disputes, though enforcement actions may be sought in other jurisdictions.
  - s. Transfer of Rights - We may transfer our rights or delegate obligations under these Terms. You may not transfer your rights without our prior written consent.
  - t. Notice or Communication - Notices must be in writing and delivered by courier, next-working-day delivery, or email. Notices are deemed received as follows (this clause does not apply to legal proceedings):
    - i. Courier: Upon signed receipt.
    - ii. Next-working-day delivery: By 9 a.m. on the second business day after sending.
    - iii. Email: On the next business day after sending.
  - u. Failure to Exercise Rights - A failure to exercise any rights under these Terms does not waive future rights.
  - v. No Agency - These Terms do not create an agency, partnership, or joint venture between you and Empowa.
  - w. Right to Enforce - Only you and Empowa have the right to enforce these Terms.
  - x. Unenforceable Terms - If any part of these Terms is deemed unenforceable, the remaining terms remain valid.
  - y. Right to Modify Terms - Empowa reserves the right to update these Terms. Continued use of our platforms signifies acceptance of any changes.
3. Event participation (In Person and Virtual)
- a. Event Disclaimer and Media Consent - By participating in any event organised by Empowa or Pregnant and Popped, you consent to the use of your name, image, and media (photos, videos, recordings) for promotional purposes. If you do not wish for your media to be used, notify us before the event at [kathy@empowa.sg](mailto:kathy@empowa.sg).
  - b. Non-Refundable Policy for Bookings - All event bookings are final. No cancellations, refunds, or changes are permitted after booking.
  - c. Risks and Responsibilities - Participation in events is at your own risk. Empowa and Pregnant and Popped are not liable for any injuries, property damage, or losses incurred during events. Participants must follow all rules and instructions from staff and venue personnel.
  - d. Playground Liability - Use of playground facilities at events is at your own risk. Empowa and Pregnant and Popped are not responsible for any injuries or damages sustained. Supervising children and ensuring safe use of equipment is the visitor's responsibility. Report any facility damage immediately. Responsible parties will bear repair or replacement costs.
  - e. Compliance with Laws and Organiser Requests - Participants must comply with all applicable laws and adhere to instructions from Empowa staff, agents, or contractors. Failure to comply may result in removal from the event without a refund.
  - f. Indemnification for Participation - You agree to indemnify and hold harmless Empowa, its agents, contractors, event organizers, staff, and affiliates from any

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legal claims arising from your event participation. You are responsible for covering any legal fees incurred by Empowa due to your actions.

- g. Exclusion of Participants - Empowa reserves the right to exclude participants at its sole discretion, including but not limited to, for failure to comply with these Terms or for any other reason.

## PRIVACY POLICY

This Privacy Policy outlines how Empowa ("we," "us," or "our") collects, uses, discloses, and manages your personal data. We are committed to protecting your privacy and ensuring compliance with Singapore's Personal Data Protection Act (PDPA). By interacting with us, you agree to the practices described in this policy.

1. Information We Collect - We collect the following types of personal data:
  - a. Data You Provide Directly
    - i. Name, email address, phone number, address, dates of relevant life events and other contact details.
    - ii. Information shared during virtual consultations, workshops, surveys, or sign-ups for events.
    - iii. Payment details for transactions (processed securely via third-party platforms).
    - iv. Feedback, reviews, and other user-generated content.
  - b. Automatically Collected Data
    - i. IP address and device information (browser type, operating system, etc.).
    - ii. Session data, including pages visited, interaction details, and navigation patterns on our website.
    - iii. Cookies and tracking technologies to enhance user experience (details in Section 6).
  - c. Data from Third Parties
    - i. Information from our social media channels, such as usernames and interaction data.
    - ii. Marketing data shared with consent by third-party partners.
2. Purpose of Data Collection - We collect and use personal data for the following purposes:
  - a. Providing Services: To deliver consultations, workshops, and other requested services.
  - b. Customer Support: To respond to queries, provide assistance, and ensure a seamless experience.
  - c. Marketing and Communication: To send updates, promotional content, and tailored service recommendations.
  - d. Improvement of Services: To analyse website usage, feedback, and trends to enhance our offerings.
  - e. Legal Compliance: To comply with laws, regulations, and enforce agreements.
3. Data Storage, Use, and Sharing
  - a. Your data is securely stored through Wix.com's platform, which adheres to international security standards.
  - b. Payment information is processed securely via PCI-DSS-compliant gateways.
  - c. We do not sell or rent personal data. Data may be shared with:

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- i. Pregnant and Popped Providers to share relevant information and services tailored to your needs.
  - ii. Service providers assisting with operations (e.g., email platforms or payment processors).
  - iii. Regulatory authorities or legal entities as required by law.
4. Communication Methods
  - a. We may contact you via:
    - i. Email, phone, text messages, WhatsApp, messenger platforms, or postal mail.
    - ii. Notifications about updates, reminders for appointments, or promotional content (with your consent).
  - b. You can opt out of marketing communications at any time by contacting us at [dpo@pregnantandpopped.com](mailto:dpo@pregnantandpopped.com)
5. Your Rights - Under the PDPA, you have the right to:
  - a. Access: Request access to your personal data.
  - b. Correction: Update or correct inaccuracies in your personal data.
  - c. Withdrawal of Consent: Withdraw consent for the use of your data by emailing [dpo@pregnantandpopped.com](mailto:dpo@pregnantandpopped.com).
  - d. Deletion: Request deletion of your personal data (subject to legal and contractual obligations).
6. Cookies and Tracking Technologies - Cookies are small data files stored on your browser to improve your experience. You can disable cookies in your browser settings, but this may affect website functionality. We use cookies to:
  - a. Provide seamless navigation and functionality on our website.
  - b. Analyse performance and enhance our services.
  - c. Remember your preferences and actions for future visits.
7. Data Retention - We retain personal data as long as necessary to fulfill the purposes outlined or as required by law.
8. Policy Updates - We may update this Privacy Policy periodically. Changes will be posted on our website, and material updates will be communicated directly when necessary. This policy is effective as of 2 January 2025.
9. Contact Us - If you have questions or wish to exercise your rights, please contact us at [dpo@pregnantandpopped.com](mailto:dpo@pregnantandpopped.com). Our Data Protection Officer is Kathy Rougier

This Privacy Policy reflects our commitment to safeguarding your data and providing transparency in how it is handled. Thank you for trusting Empowa.

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### TERMS AND CONDITIONS FOR PREGNANT AND POPPED PROVIDERS

These Terms outline the agreement between Pregnant and Popped Providers and Empowa. By registering and paying for our services, you confirm your understanding and acceptance of these Terms. If you disagree, discontinue use of our platforms and services immediately.

1. Related Policies - In addition to these Terms, refer to our STANDARD TERMS OF USE and PRIVACY POLICY, which govern your interaction with our platform and services.
2. Contract Formation
  - a. Submitting a request to become a Pregnant and Popped Provider constitutes an offer to purchase our services under these Terms.
  - b. The contract begins upon written confirmation of acceptance from Empowa, specifying the effective date.
3. Promotional Materials - Promotional content, descriptions, and advertisements provided by Empowa are for guidance only and do not form part of the agreement.
4. Service Details
  - a. Our services are described on our platforms or in writing. Efforts are made to meet indicated performance dates, but these are estimates and not legally binding.
  - b. Empowa may modify services to meet legal or regulatory requirements, provided these changes do not materially affect service quality. Notification of such changes will be given.
5. Information and Verification - Pregnant and Popped Providers must provide accurate details, including name, contact information, qualifications, and insurance coverage, supported by documentation upon request. Empowa reserves the right to decline listings that do not meet verification standards.
6. Responsibilities of Pregnant and Popped Providers
  - a. Share only original content or content with proper permissions. Empowa is not liable for third-party infringements caused by shared content.
  - b. Keep information accurate and updated. Empowa is not responsible for issues arising from inaccurate or inappropriate content.
  - c. Hold necessary registrations, licenses, and insurance. Proof of credentials must be provided upon request.
  - d. Report any professional complaints or reputational issues promptly.
7. Prohibited Content - Content shared on our platforms must not:
  - a. Contain offensive or illegal material.
  - b. Include defamatory, discriminatory, or false claims.
  - c. Violate third-party intellectual property rights.
  - d. Misrepresent qualifications, affiliations, training and or experience.
8. Non-Compliance Actions - Empowa may suspend or terminate services, modify profiles, or request reimbursement for losses caused by breaches of these Terms. Refunds will not be issued in such cases.
9. Fees and Payments
  - a. Fees must be paid as outlined, using approved payment methods. Late payments may result in service suspension or termination.
  - b. Fee changes will be notified six weeks in advance. Lack of written objection within two weeks constitutes acceptance.

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- c. **Subscription Renewals:** All membership plans and subscriptions are billed on a recurring basis according to the billing cycle selected at the time of purchase (e.g. monthly or annually). By purchasing a subscription, you authorise Empowa to automatically charge the applicable fees to your selected payment method at each renewal date, without further notice.
  - d. It is your responsibility to review your account, including your plan details, billing cycle, and upcoming renewal dates, which are available within your account dashboard.
  - e. If you do not wish to continue your subscription, you must cancel prior to the next billing date. Failure to cancel before the renewal date will result in the next billing cycle being charged in full.
  - f. All renewal payments are non-refundable.
  - g. Continued use of the Platforms or Services after renewal constitutes acceptance of the renewed subscription term.
10. **Active Membership Requirement and Forfeiture of Fees** - To participate in any service or event organised by Empowa, Pregnant and Popped Providers must maintain an active membership plan. An "active membership" is defined as a membership / plan / subscription that has not been cancelled or is not subject to a pending cancellation. If a Pregnant and Popped Providers cancels or initiates the cancellation of their membership prior to the service or event being performed, any fees or payments made in relation to the service or event will be forfeited. Empowa reserves the right to deny service or event participation if the membership/plan/subscription is inactive at the time of the service or event.
11. **Intellectual Property Rights**
  - a. Content uploaded to our platforms by users is considered non-confidential and non-proprietary. By uploading, you grant us permission to use, copy, distribute, and publish your content for any purpose. We may disclose your identity if claims arise about intellectual property or privacy violations related to your content.
  - b. Empowa retains full ownership and rights to any content, recordings, or materials created in collaboration with Pregnant and Popped Providers. This includes but is not limited to promotional, educational, or other content. Empowa reserves the right to edit, reproduce, or use such materials in any form, including remixing or repurposing, without additional consent.
12. **Data Protection** - Empowa manages personal data in line with its Privacy Policy. Pregnant and Popped Providers must maintain confidentiality and comply with data protection laws.
13. **Disclaimers and Limitations** - Empowa is not responsible for:
  - a. Losses from platform disruptions.
  - b. Agreements between Pregnant and Popped Providers and users.
  - c. Content inaccuracies on our platforms.
14. **Termination of Contract** - Either party may terminate contracts with notice using the appropriate platform systems. Empowa reserves the right to terminate contracts at its sole discretion, including but not limited to, for breaches of significant terms, insolvency, reputational concerns, or any other reason. Immediate termination without refunds may apply in such cases.

