

## **Terms and Conditions**

Below you will find the Terms and Conditions applicable to your registration for programs with Doula Trainings International, LLC (“DTI”). The terms “DTI Program” or “DTI Programs” shall be deemed to refer to any and all programs offered by DTI. The term “Registrant” shall be deemed to refer to the person who is registering for and will participate in a DTI Program.

1. **Exclusive Terms and Conditions.** DTI does not accept any terms and conditions for registration for DTI Programs other than those expressly set forth below and hereby offers DTI Programs 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 DTI and the Registrant. The terms and conditions of registration contained herein are not subject to amendment or modification unless expressly agreed to by DTI in a writing executed by an authorized officer of DTI.
2. **Payment Terms.** No payments made by Registrant for any DTI Program are refundable without the written consent of DTI executed by one of its authorized officers, whether or not Registrant attends, participates in, or completes the applicable DTI Program. 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 DTI Program under an installment plan, Registrant authorizes DTI to make automatic withdrawals from the credit or debit account Registrant provides at the time of registration for a DTI Program. The dates on which DTI 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 DTI Program 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, DTI 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 program and be added back to the community groups.
3. **Program Transfer.** No registration may be transferred to another DTI Program date and/or location without the prior written consent of DTI executed by one of

its authorized officers. All transfer requests must be received by DTI no later than thirty (30) days prior to the original DTI Program for which the Registrant registered. All transfer requests must be sent by the Registrant via email to DTI at [hello@wearedti.com](mailto:hello@wearedti.com) and the assigned trainer for the original DTI Program for which the Registrant registered. If DTI accepts Registrant's transfer request in writing executed by one of DTI's authorized officers, DTI will notify Registrant. DTI will transfer Registrant to a different DTI Program upon Registrant's payment of a \$99.00 transfer fee.

4. **Program Cancellation.** Registrant is responsible for the full payment of any registration cancelled by the Registrant at any time before the DTI Program's completion. Registrant may not cancel a registration and obtain a refund without the written consent of DTI executed by one of its authorized officers. If Registrant becomes unruly or disruptive during the course of a DTI Program, in the sole discretion of the on-site DTI trainer, Registrant's right to participate in the DTI Program will be terminated and Registrant will not receive a refund. If DTI cancels a DTI Program for any reason, Registrant will have the option of receiving a full refund or registering for a different DTI Program.
5. **Release and Hold Harmless.** Registrant hereby releases DTI 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 DTI Programs or a certification DTI conferred upon Registrant, except as may be caused by DTI's gross negligence or intentional misconduct. To the fullest extent permitted by law, Registrant shall defend, indemnify, and hold harmless DTI 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 doula to any and all individuals.
6. **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.

7. **Governing Law and Exclusive Jurisdiction.** All transactions between DTI and Registrant shall be deemed to be entered into in the State of New York and shall be governed by the laws of the State of New York, without regard to conflict of laws provisions. By accepting these Terms and Conditions and/or by registering for a DTI Program, Registrant hereby submits to the exclusive jurisdiction of the state and federal courts of the State of New York for any disputes arising from, concerning, or relating to these Terms and Conditions, any transaction between or involving DTI and Registrant, and/or any DTI Program.
  
8. **Signatures.** Registrant accepts these Terms and Conditions through DTI's payment portal during registration for a DTI Program by electronic signature. Registrant agrees such electronic signature constitutes an original signature.