

## **SIA Hipnomammas Services and Product purchasing and general Terms & Conditions**

### **Distance Contract**

#### **1. Used Terminology**

- 1.1.** SIA Hipnomammas - Service Provider or Seller, reg.no. 40203491652 sells products and provide remote/distance/online services.
- 1.2.** Client/Buyer - natural or legal person, who has paid fully or partially with the aim to receive services or products.
- 1.3.** Services - services such as, but not limited to, hypnobirthing courses, Rapid Transformational (RTT) sessions, audio meditation recordings offered by SIA Hipnomammas
- 1.4.** Products - physical products purchased on [www.hipnomammas.com](http://www.hipnomammas.com) or [www.hipnodzemdibas.lv](http://www.hipnodzemdibas.lv)

#### **2. General Terms & Conditions**

- 2.1.** By agreeing to these Terms & Conditions and buying Services or Products from SIA Hipnomammas, a buyer confirms that he/she is at least 18 years old and all the information given to us by the buyer is accurate and up to date.
- 2.2.** The information provided by **SIA Hipnomammas** ("Company", "we", "our", "us") on [www.hipnomammas.com](http://www.hipnomammas.com) or [www.hipnodzemdibas.lv](http://www.hipnodzemdibas.lv), or Social Media (the "Site") is for general informational purposes only. All information on the Site is provided in good faith, and whilst we have made every attempt to ensure that the information on this site and within the products we offer has been obtained from reliable sources, **SIA Hipnomammas** is not responsible for any errors or omissions or for the results obtained from the use of this information. We make no representation or warranty of any kind, regarding the accuracy, adequacy, validity, reliability, availability, or completeness of any information on the Site or within our products. Under no circumstances shall we have any liability to you for any loss or damage of any kind incurred as a result of the use of the Site or reliance on any information provided on the Site. Your use of the Site and your reliance on any information on the Site is solely at your own risk. It is Client's responsibility to assess whether or not and how to utilise or rely on the information provided within the Site.
- 2.3.** Client is not authorised to pass their username and password used to access the purchased services or products to any third party. Only a person who has bought our services or products is authorised to use them.
- 2.4.** SIA Hipnomammas reserve the rights to terminate the access to our Services and/or Products immediately without giving any explanation and not issuing any refunds, if the paragraph 2.3. has been breached or if Client has provided inaccurate, misleading or wrong information, or if Client has behaved unethically or in breach of any other paragraphs of these Terms & Conditions, or if Client's behaviour may anyhow mislead, misguide, abuse or anyhow negatively impact other Clients or potential Clients.
- 2.5.** Services are provided remotely/online (unless special arrangements and agreement to meet physically has been made between the Client and us). SIA Hipnomammas duty is to provide the Client with a link to a virtual meeting/session on Google Meet or other platform by sending the link to Client at least 12 hours before the planned session. Client's responsibility is to ensure they are able to receive e-mail communication from us to their indicated e-mail address. Client's responsibility includes checking all folders within their inbox (e.g. spam) and contact

us in case they have not received an e-mail containing a link to the purchased Services.

**2.6.** Client's responsibility is to ensure they have appropriate technology to access our Services.

**2.7.** Access rights to pre-recorded courses is limited to 6 months, unless otherwise specified when purchasing our Services or Products.

**2.8.** SIA Hipnomammas and its employees do not provide medical advice of any sort and are not medically qualified. The information contained on this Site, in our products or given during the Rapid Transformational Therapy (RTT) session does not constitute medical help, advice, recommendations, diagnosis or whatsoever and does not imply ones.

**2.9.** You must not rely on Services or Products we provide, or information on this Site as an alternative to any other therapy or medical advice from your doctor or another professional healthcare provider. Client's responsibility is to seek appropriate medical help if and when necessary. Client should never delay seeking medical advice, disregard medical advice or discontinue medical treatment because of information on this Site.

**2.10.** Client's responsibility is to assess whether or not and to what extent the information provided by us is suitable to them. SIA Hipnomammas and its employees take no responsibility for Client's results or wellbeing (neither emotional, mental, nor physical) following the use of our Services or Products. SIA Hipnomammas advises Client to act responsibly.

**2.11.** Client understands that results cannot be guaranteed. The individual testimonials or birth stories are for reference only. We do not claim, and you should not assume that all clients will have the same experiences. The views and opinions contained in the testimonials belong solely to the individuals and they have been willingly given by. Each individual's results may vary and be different to their expectations or the ones obtained by other clients.

**2.12.** The Site, Services or Product may contain links or reference to third party websites and content belonging to or originating from third parties. Such external links or content are not investigated, checked or monitored by SIA Hipnomammas. We do not warrant, endorse, guarantee, or assume responsibility for the accuracy or reliability of any information offered by third-party websites or third parties linked through the site or any website or feature linked in any banner or other advertising. We will not be a party to or in any way be responsible for monitoring any transaction or engagement between you and third-party providers of products or services. Client's responsibility is to assess the information obtained from all sources and whether or not it is suitable to them.

**2.13.** SIA Hipnomammas can create Whatsup, Facebook and other groups. Client's responsibility is to behave and treat others with respect and understanding and not to use such groups for advertising their own services or products. In the case of any breach, we reserve the rights to exclude Client from these groups as well as from using our Services or Products without processing any refund for the purchased Service or compensating it in any other way.

### **3. Intellectual Property, Copy rights**

**3.1.** We take seriously our responsibility to defend our intellectual property rights in regard to our Site, content, Services and Products. The design and display of the Site, content, logo, course materials, presentations, audio recordings (collectively called "Material") belong to SIA Hipnomammas.

**3.2.** SIA Hipnomammas gives Client the rights to access, view, review, read, use, listen to our Services ( e.g. course materials, audio recordings), but own the Copy Rights.

**3.3.** Under no circumstances is Client authorised to copy, reproduce, sell, license, share, or otherwise distribute any of our content or Material, whether it be during the time that the Services are being provided or at any other time in the future; record, film or photograph any webinars, course materials, sessions, online or in-person events, or other Content; or anyhow assist another person commit the above. When you pay for our Services or Products, you declare your commitment to refraining from the above mentioned activities from the purchase date forward.

**3.4.** In case of breach of paragraph 3.3, SIA Hipnomammas reserve the rights to terminate any kind of existing relationship with such Client without refunding or anyhow compensating for the purchased Services or Products. SIA Hipnomammas will use their rights to take legal action against such Client.

#### **4. Payment**

**4.1.** All prices are in euro currency (EUR). Payment to be made via bank transfer or by a credit/debit card.

**4.2.** Payment to be made in full in advance, unless otherwise agreed.

**4.3.** From time to time at our discretion, SIA Hipnomammas may agree for the Client to pay in instalments. In that case, the total end price for the Service may be higher than if it was paid in full in advance.

**4.4.** In the case of having agreed to paragraph 4.3. if Client fails or misses to pay an instalment, SIA Hipnomammas reserve the rights to terminate the Service or access to the Service immediately.

**4.5.** SIA Hipnomammas reserve the rights to run promotions, offer discounts or change prices at our own discretion. Such actions or changes do not impact the existing contracts.

#### **5. Refunds, Cancelation, Reschedule**

**5.1.** It is Client's responsibility to turn up to sessions on time. If Client is late or misses a session (s), no refund will be issued or the missed part anyhow compensated. SIA Hipnomammas does not have any obligation to reschedule or anyhow deliver the missed content of sessions. In case a session of a group course is missed, SIA Hipnomammas at our discretion may offer a Client to participate in the missed session at another time or grant an access to a recorded video session.

**5.2.** In the case of an RTT Session, Client has the rights to reschedule the session by sending us a request to [laura@hipnomammas.com](mailto:laura@hipnomammas.com) at least 72 hours before the scheduled session. If the 72h time frame is not honoured SIA Hipnomammas reserve the rights to decline any requests to reschedule the time and keep the full paid amount.

**5.3.** In case of an RTT Session, Client has the rights to cancel the session by e-mailing to [laura@hipnomammas.com](mailto:laura@hipnomammas.com) at least 72 hours before the scheduled start time of the session. In that case Client has the rights to receive 90% of the paid RTT session price. If the request to cancel an RTT Session has been sent to us at least 48 hours before the scheduled session time Client has the rights to receive 50% of

the paid RTT session price. In all other cases SIA Hipnomammas reserve the rights to keep the full payment made by Client. At our own discretion considering the Client's individual circumstance we may decide to issue a full or partial refund to Client. Client may qualify to receive 100% refund under paragraph 7 (please refer to 7.9-7.11).

**5.4.** If for whatever reason SIA Hipnomammas are unable to deliver the Client's purchased Service at the agreed time, we will notify the Client as soon as practically possible and offer alternative solutions. The Client has the rights to decline any such alternative solution and receive a full refund or part of it that is proportional to the cancelled part of the purchased Service.

**5.5.** If the Client does not show up for a session for 15 minutes after the agreed time, SIA Hipnomammas reserve the rights to treat this as a no-show. No refunds or any alternative solutions will be offered or given to the Client.

## **6. Products**

**6.1.** SIA Hipnomammas tries to reflect the accurate colours of our Products on our Site, however we cannot guarantee that the camera or Client's screen reflects the accurate colours 100%. Client acknowledges that the real colours of the Product may differ from the ones in photos and will raise no disputes or objections.

**6.2.** Gifts from SIA Hipnomammas are sent free of postage charge within the territory of Latvia only.

## **7. Consumer's Rights**

### **Products:**

**7.1.** Only a Client, who is a natural person, has the rights unilaterally to exercise their rights to return the products within 14 days from the day received without specifying the reason as governed by law.

**7.2.** Consumer, who wants to return the purchased items, must notify us in writing by e-mailing to [laura@hipnomammas.com](mailto:laura@hipnomammas.com) within 14 days from the day the items were received. SIA Hipnomammas will respond to such request as soon as practically possible.

**7.3.** Client must return the purchased items to SIA Hipnomammas within 14 days from the day the Client sent an e-mail expressing their intention to return the items.

**7.4.** All associated postage cost for returning the items must be paid and covered by the Client.

**7.5.** Client has the rights to receive full amount paid for the item as well as the initial postage cost paid by the Client to receive the item, if paragraph 7.6. Has been fulfilled. Refund will be processed within 14 days of receipt of the returned items. As per paragraph 7.4. Cost for returning the item is incurred by the Client.

**7.6.** Any returned item must look and be the same as it was originally. The items must be in their original protective film, packaging and have their original tag or label. Any gifts received originally with the item must be returned as well.

**7.7.** Upon receipt of returned items, SIA Hipnomammas reserves the rights to assess the quality of the returned items and its correspondence to the original packaging and reject any refund for the items that have been damaged, opened, used or not in their original packaging or does not contain the original tag or label. If Client is eligible for

**7.8.** The Client does not have the rights to return the purchased items in the following occasions (but not limited to) as listed in the law No 255 " Terms &

Conditions, Distance Contract”, paragraph 22, issued by the relevant authority in the Republic of Latvia:

- a) The item has been customised;
- b) The purchased product is an audio recording, for example audio meditations (personalised or generic), access to course video, where the Client has been sent a link or granted access already.

### **Remote/online Services**

**7.9.** Client - Consumer has the rights to terminate the contract for any Service within 14 days from the day the payment has been made for such Service and may be eligible to receive a full refund only if the delivery of the purchased Service has not yet been started or finished.

**7.10.** Client acknowledges and confirms that they refuse to exercise their rights to terminate the Service once the delivery of such Service has been started. The delivery of Service is considered to be started once the client has been e-mailed a link to a remote/online session to their indicated e-mail address or we have gathered information from the Client that is necessary for a personalised audio recording, or Client has provided us (verbally or in writing) with the necessary information for the RTT Session.

**7.11.** Client who wishes and is eligible to exercise their rights to terminate the Service, must notify us in writing by e-mailing to [laura@hipnomammas.com](mailto:laura@hipnomammas.com) within 14 days from the day the payment was made.

### **8. Other**

**8.1.** SIA Hipnomammas reserve the rights to alter the Terms & Conditions at any given time. The New Terms & Conditions will come into force as soon as they have been published on Site.

**8.2.** All e-mail communication is considered to be delivered within 24 hours after it has been sent out by SIA Hipnomammas.com

**8.3.** Client's e-mail address is used for all communication.

**8.4.** For any questions Client is welcome to e-mail to [laura@hipnomammas.com](mailto:laura@hipnomammas.com)

**8.5.** Client acknowledges and accepts Terms & Conditions when browsing our Site and when purchasing our Services and/or Products. If any Service has its own Terms & Conditions that we have mutually agreed on, in case of a dispute those are the ones that will prevail over the ones outlined in this document.

**8.6.** Terms & Conditions have been translated from Latvian into English. In case of a dispute at court, Latvian version of these Terms & Conditions will take precedence.