

# BirthUp, Inc. — Provider Agreement

BirthUp, Inc.

112 Town Center Drive, Warren, NJ 07059

www.birthup.com

Effective Date: January 1, 2026

**IMPORTANT NOTICE:** By completing the BirthUp provider onboarding process, clicking “I Agree,” or using the BirthUp platform in any capacity, the Provider agrees to be legally bound by all terms and conditions set forth in this Consolidated Provider Legal Pack (the “Pack”). If Provider does not agree, Provider must not use the platform. This Pack constitutes a legally binding agreement. Provider is advised to review this document carefully before signing.

## SECTION 1 — PROVIDER AGREEMENT

### 1.1 Parties and Formation

This Provider Agreement (“Agreement”) is entered into by and between BirthUp, Inc., a Delaware corporation (“BirthUp,” “Company,” “we,” or “us”), and the individual or entity completing the onboarding process (“Provider,” “you,” or “your”). This Agreement, together with all attached Sections of this Pack, constitutes the entire legal relationship between the parties with respect to Provider’s use of the BirthUp platform.

### 1.2 Nature of Relationship

Provider is an independent contractor and not an employee, agent, partner, joint venturer, or representative of BirthUp. Nothing in this Pack shall be construed to create an employment, agency, partnership, or franchise relationship. Provider has no authority to bind BirthUp in any contract, agreement, or obligation with any third party.

### 1.3 Platform Purpose and Scope

BirthUp operates a digital marketplace and informational platform that connects parents and families with perinatal and maternal health service providers. BirthUp’s role is strictly limited to:

- Providing a technology platform for connection and information;
- Displaying Provider profiles, listings, and educational content;
- Facilitating communication between Providers and platform users (“Members”).

BirthUp does not provide, oversee, supervise, or control any healthcare, medical, therapeutic, counseling, doula, lactation, pelvic health, mental health, or other professional services. BirthUp is not a healthcare provider, medical organization, or licensed professional services firm. All services rendered are solely between Provider and the Member.

### 1.4 Provider Responsibilities

Provider shall, at all times:

- (a) Maintain all required professional licenses, certifications, insurance, and credentials in good standing as required by applicable federal, state, and local law;

- (b) Comply with all applicable laws, regulations, professional codes of conduct, and ethical standards governing Provider's profession and jurisdiction, including but not limited to HIPAA (where applicable), state medical practice acts, and consumer protection statutes;
- (c) Obtain and maintain appropriate professional liability (malpractice) insurance with limits no less than those customary for Provider's profession and geographic area;
- (d) Obtain all required informed consent from clients and Members prior to rendering any service;
- (e) Maintain accurate and complete records of all services rendered in compliance with applicable law;
- (f) Ensure that all content, communications, and representations made on the BirthUp platform are truthful, accurate, evidence-based, and compliant with Section 4 of this Pack.

### **1.5 No Guarantees**

BirthUp makes no representations, warranties, or guarantees of any kind regarding:

- Patient or client volume, referrals, or leads generated through the platform;
- Visibility, ranking, or placement of Provider's profile in search results;
- Revenue, earnings, or business outcomes;
- The accuracy, completeness, or reliability of information provided by Members;
- The conduct, reliability, or suitability of Members.

Provider's use of the platform is at Provider's sole risk.

### **1.6 Platform Modifications**

BirthUp reserves the right, in its sole discretion, to modify, suspend, or discontinue any feature of the platform, change pricing, or alter the terms of this Pack at any time with reasonable notice to Provider. Continued use of the platform after notice of changes constitutes acceptance of the revised terms.

### **1.7 Term and Termination**

This Agreement is effective upon Provider's acceptance and continues until terminated. Either party may terminate this Agreement at any time upon written notice. BirthUp may terminate or suspend Provider's account immediately and without notice upon:

- (a) Any breach of this Pack;
- (b) Loss or suspension of any required professional license or credential;
- (c) Conduct that BirthUp, in its sole discretion, determines to be harmful to Members, the platform, or BirthUp's reputation;
- (d) Provider's insolvency, bankruptcy, or cessation of business operations;
- (e) Any investigation, complaint, or disciplinary action by a professional licensing board or regulatory authority.

Upon termination, Provider's access to the platform shall cease, and all license grants made by Provider to BirthUp under Section 5 shall survive for materials already published or distributed.

### **1.8 Governing Law and Dispute Resolution**

This Pack and all matters arising out of or relating to it shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. Any dispute not resolved through good-faith negotiation within thirty (30) days shall be submitted to binding arbitration under the rules of the American Arbitration Association (AAA) in New Castle County, Delaware. Either party may initiate

arbitration. Provider waives any right to a jury trial and to participation in any class action or class-wide arbitration. Unless otherwise required by applicable law or determined by the arbitrator, each party shall bear its own attorneys' fees and shall share arbitration filing and administrative fees equally.

## **SECTION 2 — LIMITATION OF LIABILITY AND INDEMNIFICATION**

### **2.1 Disclaimer of Warranties**

THE BIRTHUP PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR UNINTERRUPTED SERVICE. BIRTHUP DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE, SECURE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS.

### **2.2 Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BIRTHUP'S TOTAL CUMULATIVE LIABILITY TO PROVIDER FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS PACK, THE PLATFORM, OR THE RELATIONSHIP BETWEEN THE PARTIES, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF (A) FIFTY DOLLARS (\$50.00) OR (B) THE TOTAL SUBSCRIPTION FEES ACTUALLY PAID BY PROVIDER TO BIRTHUP IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL BIRTHUP BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR LOST PROFITS DAMAGES, EVEN IF BIRTHUP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **2.3 Indemnification**

Provider agrees to defend, indemnify, and hold harmless BirthUp, Inc. and its officers, directors, employees, contractors, agents, successors, and assigns (collectively, "BirthUp Indemnitees") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or relating to:

- (a) Any services rendered, advice given, or actions taken by Provider;
- (b) Provider's breach of any representation, warranty, obligation, or covenant in this Pack;
- (c) Provider's violation of any applicable law, regulation, or professional standard;
- (d) Any claim by a Member or third party arising from Provider's conduct, including malpractice, negligence, misrepresentation, or misconduct;
- (e) Provider's infringement or misappropriation of any third party's intellectual property, privacy, or other rights;
- (f) Any content submitted by Provider to the platform that is false, misleading, defamatory, or in violation of applicable law.

BirthUp reserves the right, at its own expense, to assume exclusive defense and control of any matter subject to indemnification by Provider, in which case Provider agrees to cooperate fully with BirthUp's defense.

## **SECTION 3 — VERIFICATION AND LICENSE ATTESTATION**

### **3.1 Representations and Warranties**

Provider hereby represents and warrants to BirthUp, as of the date of acceptance and on a continuing basis throughout the term of this Agreement, that:

- (a) All professional licenses, certifications, credentials, registrations, and permits required to perform Provider's services are valid, current, and in good standing with all applicable licensing authorities;
- (b) Provider has not been, and is not currently subject to, any disciplinary action, investigation, suspension, revocation, or restriction by any professional licensing board, regulatory authority, or court;
- (c) Provider has disclosed all material information regarding Provider's background, qualifications, and credentials required by BirthUp's onboarding process;
- (d) All information provided to BirthUp during registration and onboarding is true, accurate, and complete as of the date submitted.

### **3.2 Ongoing Obligations**

Provider agrees to:

- (a) Continuously maintain all required licenses, certifications, and credentials in good standing throughout the term of this Agreement;
- (b) Promptly notify BirthUp in writing within five (5) business days of any change in licensure status, including but not limited to suspension, revocation, restriction, non-renewal, or investigation;
- (c) Cooperate fully with any BirthUp credential verification process, including providing documentation upon request;
- (d) Promptly update Provider's platform profile to reflect any changes to qualifications, service offerings, or professional status.

### **3.3 Consequences of Inaccuracy**

BirthUp may, in its sole discretion, immediately suspend or permanently remove Provider's account and all associated listings upon discovering or receiving credible information of any inaccuracy in Provider's representations. Provider acknowledges that false or misleading credentialing information may cause direct harm to Members and the public, and that BirthUp's removal of Provider in such circumstances shall not give rise to any liability on BirthUp's part.

## **SECTION 4 — CONTENT AND CLAIMS POLICY**

### **4.1 Content Standards**

All content submitted by Provider to the BirthUp platform, including but not limited to profile text, blog posts, educational articles, class descriptions, photos, videos, testimonials, and any other materials ("Provider Content"), must comply with the following standards:

- (a) Truthfulness: All factual claims must be accurate and verifiable;
- (b) Substantiation: All health, wellness, medical, or therapeutic claims must be supported by credible, peer-reviewed scientific evidence or established professional consensus;
- (c) Non-Misleading: Provider Content must not mislead, deceive, or create false impressions in the minds of Members or the public;
- (d) Compliance: All Provider Content must comply with applicable laws and regulations, including FTC guidelines on testimonials, endorsements, and health claims, and applicable state consumer protection statutes;

- (e) Professional Standards: Provider Content must adhere to the ethical and professional standards of Provider’s licensing profession;
- (f) Non-Defamatory: Provider Content must not defame, harass, or infringe the rights of any third party.

#### **4.2 Prohibited Content**

Provider shall not submit content that:

- Makes unsubstantiated, exaggerated, or scientifically unsupported health or wellness claims;
- Guarantees specific treatment outcomes or promises cures;
- Disparages competitors, BirthUp, or any other individual or entity;
- Constitutes unauthorized practice of medicine or any other regulated profession;
- Violates any third party’s copyright, trademark, or other intellectual property rights;
- Contains personal health information of any individual without proper authorization;
- Is obscene, discriminatory, hateful, or otherwise objectionable.

#### **4.3 BirthUp’s Rights**

BirthUp reserves the right, but not the obligation, to:

- (a) Review, edit, reject, remove, or modify any Provider Content at any time in its sole discretion;
- (b) Require Provider to revise or remove content that BirthUp determines, in its sole judgment, to be non-compliant;
- (c) Suspend or terminate Provider’s account for repeated or egregious content violations.

Provider acknowledges that BirthUp’s exercise of these rights does not make BirthUp responsible for Provider Content or create any editorial liability on BirthUp’s part.

#### **4.4 Provider Accountability**

Provider is solely and exclusively responsible for all Provider Content. Provider shall defend, indemnify, and hold harmless BirthUp from any claims arising from Provider Content pursuant to Section 2.3 of this Pack.

### **SECTION 5 — LISTING, PHOTO, AND MARKETING CONSENT**

#### **5.1 License Grant**

Provider hereby grants to BirthUp a non-exclusive, worldwide, royalty-free, sublicensable, and perpetual license to use, reproduce, display, distribute, modify, adapt, and create derivative works of Provider’s name, professional title, likeness, biography, profile photo, practice logo, submitted images, videos, testimonials, and other submitted materials (collectively, “Provider Materials”) for the following purposes:

- (a) Displaying Provider’s profile and listings on the BirthUp platform;
- (b) Marketing and promotional activities, including social media, email campaigns, paid advertisements, press releases, and partner materials;
- (c) Case studies, testimonials, and success stories (subject to Provider’s prior approval for individual quotes);
- (d) Training BirthUp’s internal AI tools, recommendation algorithms, and platform improvement systems in a de-identified or aggregated manner where possible.

#### **5.2 Representations Regarding Submitted Materials**

Provider represents and warrants that:

- (a) Provider owns or has all necessary rights, licenses, and permissions to grant the rights described in Section 5.1;
- (b) The use of Provider Materials by BirthUp as described in this Section will not infringe or violate the rights of any third party, including intellectual property rights, rights of publicity, or privacy rights;
- (c) All photos and images submitted are accurate representations of Provider and Provider's practice.

### **5.3 Moral Rights Waiver**

To the extent permitted by law, Provider waives any moral rights or rights of attribution with respect to BirthUp's use of Provider Materials in accordance with this Section.

### **5.4 Removal Requests**

Provider may request removal of specific Provider Materials from active marketing campaigns upon written notice to BirthUp. BirthUp will use commercially reasonable efforts to honor such requests within thirty (30) days; however, materials already distributed or published may not be fully retrievable.

## **SECTION 6 — SUBSCRIPTION AND BILLING TERMS**

### **6.1 Subscription Model**

Provider's access to certain features of the BirthUp platform is conditioned upon payment of subscription fees as described in BirthUp's then-current pricing schedule ("Subscription"). By enrolling in a Subscription, Provider agrees to the billing terms set forth in this Section.

### **6.2 Auto-Renewal**

Provider agrees that Subscriptions will automatically renew at the end of each billing period (monthly or annually, as selected) unless Provider cancels prior to the renewal date. Provider authorizes BirthUp to charge the payment method on file for each renewal period at the then-current subscription rate. BirthUp will provide advance notice of any material price changes at least thirty (30) days prior to renewal.

### **6.3 Recurring Billing Authorization**

By providing payment information, Provider authorizes BirthUp and its payment processor(s) to charge the designated payment method on a recurring basis for all applicable subscription fees, applicable taxes, and any other authorized charges. Provider is responsible for maintaining current, valid payment information.

### **6.4 Refund Policy**

All subscription fees are non-refundable except as expressly required by applicable law or as otherwise stated in a separate written agreement between the parties. Provider acknowledges that partial-period refunds will not be issued upon cancellation.

### **6.5 Failed Payments**

If a payment is declined or fails, BirthUp may suspend Provider's access to the platform immediately. BirthUp may attempt to re-process the payment and will notify Provider via the email address on file. If payment is not successfully processed within ten (10) days of the original due date, BirthUp may terminate Provider's account.

## **6.6 Taxes**

Provider is responsible for all applicable taxes, duties, or levies associated with Provider's Subscription. BirthUp will collect applicable sales or use taxes where required by law.

## **SECTION 7 — PRIVACY AND DATA PRACTICES**

### **7.1 Acknowledgment of Privacy Policy**

Provider acknowledges that it has read, understood, and agrees to BirthUp's Privacy Policy, which is incorporated herein by reference and governs BirthUp's collection, use, storage, and disclosure of data relating to Provider and Provider's use of the platform. The Privacy Policy is available at [www.joinbirthup.com/privacy](http://www.joinbirthup.com/privacy).

### **7.2 Data Provider Collects from Members**

Provider acknowledges that in the course of using the BirthUp platform, Provider may receive personal information about Members ("Member Data"). Provider agrees to:

- (a) Use Member Data solely for the purpose of providing services to the Member through the platform;
- (b) Not sell, transfer, disclose, or use Member Data for any purpose other than fulfilling the Member's service request;
- (c) Implement and maintain appropriate technical and organizational safeguards to protect Member Data from unauthorized access, use, or disclosure;
- (d) Comply with all applicable privacy laws, including but not limited to HIPAA (where applicable), CCPA, and any other applicable state or federal privacy regulations;
- (e) Promptly notify BirthUp of any data breach or security incident involving Member Data within forty-eight (48) hours of discovery.

### **7.3 HIPAA Acknowledgment**

Provider acknowledges that, where Provider constitutes a "covered entity" or "business associate" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Provider is solely responsible for its own HIPAA compliance obligations with respect to services rendered to Members. BirthUp is not a covered entity or business associate and is not responsible for Provider's HIPAA compliance. A separate Business Associate Agreement (BAA) may be required for certain data integrations; contact BirthUp for more information.

### **7.4 Platform Data**

Provider acknowledges that BirthUp collects data about Provider's platform activity, including profile views, inquiries received, and feature usage, and may use such data in aggregated or de-identified form to improve the platform and its services.

### **7.5 Website Analytics and Third-Party Tracking**

BirthUp uses third-party analytics, advertising, and performance tools, which may include Meta, Google, and similar service providers, to measure website traffic, improve platform functionality, evaluate marketing performance, and enhance user experience.

These tools may receive anonymized or pseudonymized usage data, such as device information, browser type, pages visited, session activity, and referral source information. BirthUp does not knowingly disclose individually identifiable health information to such third-party analytics or advertising providers.

Provider acknowledges and agrees that BirthUp may use cookies, pixels, tags, SDKs, and similar technologies on its website and platform, subject to applicable law and BirthUp's then-current Privacy Policy and Cookie Notice.

BirthUp may offer website visitors and users the ability to opt out of certain analytics and advertising tracking directly through applicable third-party providers and industry opt-out tools, including the following:

- Google Analytics Opt-out Browser Add-on: <https://tools.google.com/dlpage/gaoptout>
- Facebook Ad Preferences: [https://www.facebook.com/adpreferences/ad\\_settings](https://www.facebook.com/adpreferences/ad_settings)
- Digital Advertising Alliance WebChoices Tool: <https://optout.aboutads.info/>

Provider understands that such opt-out mechanisms are controlled by the applicable third parties and industry bodies, and BirthUp does not guarantee the continued availability, effectiveness, or compatibility of any external opt-out tool.

Nothing in this Section authorizes Provider to disclose Protected Health Information, patient records, or other regulated health data through BirthUp except as expressly permitted by applicable law and BirthUp's platform functionality. Provider remains solely responsible for complying with all privacy, confidentiality, and data protection obligations applicable to Provider's own professional practice and communications with Members.

## **SECTION 8 — GENERAL PROVISIONS**

### **8.1 Entire Agreement**

This Pack, together with BirthUp's Privacy Policy and any separately executed written agreements, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, and understandings.

### **8.2 Severability**

If any provision of this Pack is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall continue in full force and effect.

### **8.3 Waiver**

No waiver by BirthUp of any breach or default of this Pack shall constitute a waiver of any subsequent breach or default, nor shall any delay in enforcing any right under this Pack constitute a waiver of that right.

### **8.4 Assignment**

Provider may not assign, transfer, or delegate any of Provider's rights or obligations under this Pack without BirthUp's prior written consent. BirthUp may freely assign its rights and obligations under this Pack in connection with a merger, acquisition, reorganization, or sale of all or substantially all of its assets.

### **8.5 Force Majeure**

Neither party shall be liable for delays or failures in performance resulting from circumstances beyond that party's reasonable control, including acts of God, natural disasters, pandemics, governmental actions, or internet infrastructure failures.

#### **8.6 Notices**

All formal notices required under this Pack shall be delivered in writing via email to BirthUp at [legal@joinbirthup.com](mailto:legal@joinbirthup.com) or to Provider at the email address on file in Provider's account.

#### **8.7 Electronic Signature**

Provider agrees that clicking "I Agree," completing the onboarding process, or otherwise electronically accepting this Pack constitutes a valid and legally binding electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN) and applicable state law.

#### **8.8 No Third-Party Beneficiaries**

This Pack is for the sole benefit of BirthUp and Provider. Nothing herein shall create any rights in any third party.

BirthUp, Inc. | 112 Town Center Drive, Warren, NJ 07059 | [hello@birthup.com](mailto:hello@birthup.com)