



Terms of Use

Effective Date	January 1, 2026
Entity	BIRTHUP, INC.

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Welcome to BirthUp. These Terms of Use ("Terms") govern access to and use of the BirthUp website, platform, directory, marketplace, content, community features, events, and related services (collectively, the "Platform"). By accessing or using BirthUp, you agree to these Terms.

1. Who We Are

BirthUp is a platform intended to help individuals discover, learn about, and connect with providers, services, educational resources, events, and community offerings related to pregnancy, postpartum, pelvic health, parenting, and related wellness topics. BirthUp may include provider profiles, educational materials, blog content, directories, reviews, community features, promotions, and paid listings.

2. Eligibility

You must be at least 18 years old or the age of majority in your jurisdiction to use the Platform. By using the Platform, you represent that you meet this requirement and that any information you submit is accurate.

3. Not Medical Care

BirthUp is a discovery, education, and connection platform. BirthUp does not provide healthcare, medical care, or any professional services, and does not offer diagnosis, treatment, or professional advice of any kind. BirthUp is not a hospital, clinic, physician practice, therapy practice, emergency service, or health insurer. Your use of the Platform does not create a doctor-patient, therapist-patient, physical/occupational therapist-patient, provider-patient, fiduciary, or similar professional relationship with BirthUp.

4. Emergency Use Prohibited

Do not use BirthUp for urgent or emergency medical needs. If you think you may have a medical emergency, call 911, go to the nearest emergency room, or contact the appropriate emergency services immediately.

5. Accounts

To access certain features, you may need to create an account. You agree to provide accurate information, keep your credentials secure, and notify BirthUp promptly of unauthorized use. You are responsible for activities under your account.

6. User Conduct

You agree not to:

- violate any law or regulation.
- impersonate any person or entity.
- submit false, misleading, or deceptive information.
- interfere with site security or operation.
- scrape, copy, or harvest data without authorization.
- post unlawful, infringing, defamatory, abusive, threatening, obscene, discriminatory, or harassing material.
- use the Platform to send spam, unsolicited promotions, or deceptive outreach.
- attempt to obtain private or confidential information about other users.
- use the Platform in a way that could create liability for BirthUp.

7. User-Generated Content

If you submit reviews, comments, messages, photos, testimonials, profile content, event listings, or other materials ("User Content"), you grant BirthUp a non-exclusive, worldwide, royalty-free, sublicensable license to host, store, reproduce, display, adapt, publish, distribute, and use that User Content in connection with the Platform, marketing, moderation, and business operations. You represent that you own or have rights to submit the User Content and that it does not violate any law or third-party rights.

8. Reviews and Testimonials

Users must provide honest, experience-based reviews and may not submit fake, paid, manipulated, or misleading reviews. BirthUp may moderate, remove, or decline reviews in its discretion.

9. Provider Listings

Provider listings may be paid, unpaid, featured, verified, or promoted. BirthUp does not guarantee that any provider will receive leads, bookings, patients, traffic, ranking, or revenue from being listed. Search placement, category placement, featured status, and visibility may change at any time.

10. Educational Content

Content on the Platform is for general informational and educational purposes only. It is not professional advice and should not be relied on as a substitute for professional medical, legal, tax, accounting, insurance, or mental health advice.

11. Intellectual Property

BirthUp and its licensors own the Platform, including its design, text, branding, graphics, software, features, and original content, except for User Content owned by users or providers. You may not copy, modify, distribute, sell, reverse engineer, or exploit the Platform except as expressly permitted.

12. Copyright Complaints

If you believe content on BirthUp infringes your copyright, please submit a notice to BirthUp's designated copyright contact listed in the DMCA Policy.

13. Third-Party Services and Links

The Platform may link to third-party websites, booking tools, payment processors, social platforms, maps, analytics tools, or provider sites. BirthUp is not responsible for third-party content, services, privacy practices, or actions.

14. Privacy

Your use of the Platform is also governed by the BirthUp Privacy Policy.

15. Payments and Subscriptions

Certain services may be paid or subscription based. By purchasing, you agree to the pricing, billing cycle, renewal terms, cancellation terms, and refund terms disclosed at the time of purchase. Additional provider-specific billing terms may apply under separate provider-facing terms.

16. Termination

BirthUp may suspend, restrict, remove, or terminate access to the Platform, any account, any listing, or any content at any time, with or without notice, if BirthUp believes a user or provider has violated these Terms, created risk, supplied false information, engaged in misconduct, or harmed the Platform or others.

17. Disclaimers

THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, OR AVAILABILITY.

BirthUp does not warrant that the Platform will be uninterrupted, error-free, secure, or that any provider, content, listing, review, event, lead, or business opportunity will meet your expectations.

18. Limitation of Liability

To the maximum extent permitted by law, BirthUp and its officers, directors, employees, contractors, and affiliates will not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any loss of profits, revenue, data, goodwill, business opportunity, health outcome, or personal injury arising out of or related to the Platform, even if advised of the possibility of such damages. To the maximum extent permitted by law, BirthUp's total liability arising from or related to the Platform will not exceed the greater of (a) the amount you paid BirthUp in the six months before the claim arose, or (b) one hundred U.S. dollars (\$50).

19. Indemnification

You agree to defend, indemnify, and hold harmless BirthUp and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses arising out of or related to your account, content, conduct, violation of these Terms, or violation of any law or third-party rights.

20. Governing Law and Disputes

These Terms are governed by the laws of the State of Delaware, without regard to conflict-of-law principles. Any dispute arising out of or related to these Terms shall be resolved in the state or federal courts located in New Castle County, Delaware, and you consent to their jurisdiction and venue.

21. Changes to Terms

BirthUp may update these Terms at any time. Continued use of the Platform after updated Terms are posted constitutes acceptance of the revised Terms.

22. Contact

BIRTHUP, INC.

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