



TERMS & CONDITIONS

Mentoring

CALIFORNIA LAW NOTE: These Terms & Conditions are governed by California law. Several provisions have been updated in this revision to align with California consumer protection requirements, including AB 2505, the Consumer Legal Remedies Act (Cal. Civ. Code §1750 et seq.), and California's automatic renewal and cancellation disclosure obligations.

1. Acceptance of Terms

- 1.1. Mindful Birthing and Parenting Foundation (MBPF) provides its services subject to the following Terms and Conditions ("this Agreement"), which may be updated by MBPF or its representatives from time to time. Mentees will be notified of material changes by email at least 30 days before the changes take effect. By continuing to access MBPF's services after such updates, the Mentee is deemed to have agreed to such updates.

2. Description of Service

MBPF offers Mentoring to Mindfulness-Based Childbirth and Parenting (MBCP) Teacher Trainees (Mentee) and MBCP Teacher Training (MBCPTT) Alumni (Mentee). Mentoring is provided by a qualified Senior MBPF Faculty (Mentor).

MBPF also offers Question & Answer sessions to MBCPTT Birth Module participants. These sessions are provided by qualified MBCPTT Birth Module Faculty.

3. Scope of Practice

Mentoring is a reciprocal and collaborative relationship for the purpose of the Mentee's growth, learning, and development. Mentors will act as role models and sounding boards and provide guidance through scheduled sessions.

4. Fees and Payment

MBCPTT mentoring fees are outlined on the Mindful Birthing and Parenting Foundation's website (<https://www.mindfulbirthing.org/mentoring>). Requests for Mentoring Sessions and payment are made directly on that page.



As part of the booking process, Mentees are required to confirm their preferences for days of the week and times for their session. MBPF does not guarantee that these preferences can be met but will make reasonable efforts to accommodate requests.

Once payment has been processed, the MBTT Program Coordinator will work with the panel of Mentors to identify availability. The Mentee will be contacted by email by the available Mentor to coordinate specific dates and times.

4.1. Mentees who began MBCPTT Teacher Training in 2021 or later

One 8-session Group Mentoring series OR four (4) Individual Mentoring sessions are included as part of tuition. When booking, Mentees will be asked to confirm whether the session is part of their included tuition allocation. MBPF expects Mentees to answer truthfully. On submission of the booking form, the Mentee's balance will be verified. If all included sessions have been utilised, the Mentee will be contacted and payment requested before any session is confirmed.

4.2. Mentees who began MBCPTT Teacher Training between 2000 and 2020

No mentoring sessions are included in tuition. If a Mentee incorrectly selects the tuition-inclusive option on the booking form, they will be notified by email. On submission, the Mentee's session balance will be verified and payment requested before any session is confirmed.

4.3. MBCPTT Birth Module Question & Answer Sessions

One Q&A session is included in the price of the MBCPTT Birth Module and may be requested after completion of Part 4 of the course. The Q&A session does not count toward MBCPTT certification criteria.

5. Mentee Attendance and Cancellation Policy

The following policy governs attendance and cancellation for Group Mentoring programmes. These rules apply regardless of whether sessions are included in tuition or paid separately, except where otherwise stated.

5.1. Attendance-Based Cancellation Rules for Group Mentoring

Group Mentoring sessions require a minimum of three (3) participants to run. This threshold exists to ensure a meaningful group experience for all Mentees and to cover the cost of the Mentor's time. Because a Mentor's availability is committed in advance and their fee is dependent on the group proceeding, it is necessary to apply the following attendance-based cancellation rules.

Where a Mentee enrolls in a Group Mentoring programme as part of their tuition, the following rules apply:



- If a Mentee attends one (1) or two (2) sessions of the programme and then withdraws, they may not join a different Group Mentoring programme. However, they may still access up to four (4) Individual Mentoring sessions as part of their remaining tuition entitlement, subject to availability.
- If a Mentee attends three (3) or more sessions of a Group Mentoring programme, they are considered to have fully utilised their included Group Mentoring entitlement. Any further Group Mentoring or Individual Mentoring sessions will be charged at the established rate.

CALIFORNIA CONSUMER NOTE: These attendance rules constitute material terms of your enrolment. Under California Civil Code §1750 et seq. (Consumer Legal Remedies Act), MBPF is required to present these terms clearly and conspicuously before you complete your booking. Please read this section carefully before enrolling.

5.2. Exceptions and Special Circumstances

Mentees facing medical emergencies or other significant extenuating circumstances may request an exception to the attendance-based rules set out in Section 5.1.

To apply for an exception:

- Submit a written request by email to mbcptt@mindfulbirthing.org as soon as reasonably practicable.
- Include a description of the circumstances and, where available, supporting documentation (e.g. a medical certificate or equivalent).
- Exceptions are reviewed on a case-by-case basis. MBPF will notify the Mentee of its decision within 14 days of receiving a complete request.

The grant or denial of an exception is at the sole discretion of MBPF and does not affect the Mentee's statutory rights under California law.

6. Refunds

6.1. Paid Individual Mentoring Sessions (not included in tuition)

Cancellation more than 48 hours before the session: the Mentee will be offered a full refund or the opportunity to reschedule. Cancellation notice must be provided in writing to both the Mentor and mbcptt@mindfulbirthing.org.

Cancellation less than 48 hours before the session: no refund applies. This does not affect the Mentee's statutory rights. Cancellation notice must be provided in writing as above.



Exceptional circumstances: In exceptional cases, MBPF may consider a refund for a late cancellation. The Mentee may apply by email to mbcptt@mindfulbirthing.org with full details. Whether to grant a refund is at MBPF's discretion.

6.2. Paid Group Mentoring Sessions (not included in tuition)

Cancellation more than 3 weeks before the programme starts: the Mentee will be offered a full refund or the opportunity to reschedule into another session.

Cancellation notice must be provided in writing to mbcptt@mindfulbirthing.org.

Cancellation less than 3 weeks before the programme starts: no refund applies.

This does not affect the Mentee's statutory rights.

Exceptional circumstances: In exceptional cases, MBPF may consider a refund. The Mentee may apply by email to mbcptt@mindfulbirthing.org with full details.

Whether to grant a refund is at MBPF's discretion.

6.3. Tuition-Included Individual Mentoring Sessions (2021 onwards)

These sessions carry no independent monetary value and cannot be exchanged for other programmes, events, or cash.

Cancellation more than 48 hours before the session: the Mentee may reschedule.

Cancellation notice must be provided in writing to mbcptt@mindfulbirthing.org.

Cancellation less than 48 hours before the session: the session is forfeited. This does not affect the Mentee's statutory rights.

Exceptional circumstances: MBPF may, at its discretion, reinstate a forfeited session on written application to mbcptt@mindfulbirthing.org with supporting details.

6.4. Tuition-Included Group Mentoring Sessions (2021 onwards)

These sessions carry no independent monetary value and cannot be exchanged for other programmes, events, or cash.

Cancellation more than 3 weeks before the programme starts: the Mentee may join another session at a later date. Cancellation notice must be provided in writing to mbcptt@mindfulbirthing.org.

Cancellation less than 3 weeks before the programme starts: the entire series of Group Mentoring sessions is forfeited. This does not affect the Mentee's statutory rights.



Exceptional circumstances: MBPF may, at its discretion, reinstate forfeited sessions on written application with supporting details.

CALIFORNIA REFUND LAW NOTE: These refund terms are consistent with California Business & Professions Code §17600 et seq. and §17535. Where MBPF's policies are silent, California's statutory consumer remedies continue to apply. Nothing in this Agreement limits or waives rights the Mentee holds under the Consumer Legal Remedies Act (Cal. Civ. Code §1750 et seq.) or any other applicable California statute.

7. Health & Safety Disclaimer

MBPF takes the care and wellbeing of all Mentors and Mentees very seriously. It is important that, before taking part in any mentoring, the Mentee has a clear understanding of where the boundaries of responsibility lie.

Any information or guidance provided during a Mentoring Session is for educational purposes only and is not a substitute for the consultation, diagnosis, or medical treatment of the Mentee's own physician or healthcare provider.

Any information or guidance provided during a Mentoring Session is for educational purposes only and is not a substitute for the consultation, diagnosis, or medical treatment of the Mentee's clients' or MBCP class participants' physicians or healthcare providers.

Neither the Mentee nor the Mentee's clients or MBCP class participants should rely on any information or guidance provided as an alternative to medical advice. MBPF expressly excludes all responsibility and shall have no liability for any damages, loss, or injury suffered by the Mentee or any third party as a result of participation in a Mentoring Session or reliance on any information or guidance provided.

8. General Disclaimer

The Mentee acknowledges that they have completed the Mentoring Booking Form accurately and truthfully.

The availability of a Mentoring Session may be affected by events beyond MBPF's reasonable control, including illness, technology failures, power outages, extreme weather, government ordinances, and other force majeure events. If so, MBPF will make all reasonable efforts to reschedule and will keep the Mentee informed.

Video quality will depend on the Mentee's device and internet bandwidth, which may fluctuate. While MBPF endeavours to provide a quality experience, it cannot guarantee the resolution or quality of content received from the Mentee's internet provider.



To attend Mentoring Sessions, the Mentee must use a computer, tablet, or phone that meets the compatibility requirements set out in the Technology Requirements section.

9. Attendance and Conduct

MBPF reserves the right to refuse admission to, or to remove from a session, any person whom it considers, in its absolute discretion, to be unsuitable for Mentoring. Where reasonably practicable, MBPF will provide written reasons for any such decision and will offer a pro-rata refund of any fees paid for sessions not yet attended.

10. Intellectual Property

All intellectual property in materials and resources provided as part of a Mentoring Session — including copyrights, trademarks, trade dress, and methodology — belongs to MBPF or has been licensed to MBPF. Unless otherwise agreed in writing, the Mentee may use those materials only for their own personal use and may not share them with third parties.

Unless explicitly agreed in writing, materials provided may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited other than for the Mentee's own personal use in accordance with these terms.

All sessions may be recorded. By participating, the Mentee authorises MBPF to record their image and voice. Recordings will be viewed only by MBPF Faculty, MBPF staff, the Mentee themselves, and other Mentees in their specific programme. These recordings will not be distributed or used for any other purpose without express consent.

The Mentee confirms they are not a member of the press and will not make visual or auditory recordings or reproductions of any MBPF material presented in or associated with any MBPF programmes or events (unless authorised by MBPF in writing before the start of the session).

11. Non-Disclosure and Confidentiality

The Mentee agrees that they will not, either during the term of this Agreement or following its termination or expiration: (i) disclose to any person, directly or indirectly, any Confidential Information, unless required by law or final judicial order; (ii) use for their own benefit or cause any third party to use Confidential Information; or (iii) download or distribute any Confidential Information or any summary or compilation thereof.



Mentors will not disclose or share amongst themselves personal information revealed by Mentees during training or mentoring, unless it is pertinent to the Mentee's development as a safe, ethical, and competent MBCP teacher.

12. Limitation of Liability

Except for any legal responsibility that cannot be excluded by law (such as liability for death or personal injury caused by gross negligence, or liability under the California Consumer Legal Remedies Act), MBPF shall not be legally responsible for:

- losses that were not foreseeable to either party when this Agreement was formed; or
- losses that were not caused by any breach of these terms on the part of MBPF.

MBPF EXPLICITLY DISCLAIMS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THE MAXIMUM LIABILITY OF MBPF, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES TO THE MENTEE FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO THE TOTAL FEES PAID BY THE MENTEE TO MBPF FOR THE RELEVANT PROGRAMME. IN NO EVENT SHALL MBPF, ITS DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION, OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CALIFORNIA NOTE: Nothing in this limitation of liability section limits or waives rights the Mentee holds under California law, including the Consumer Legal Remedies Act (Cal. Civ. Code §1750 et seq.) or California Unfair Competition Law (Cal. Bus. & Prof. Code §17200 et seq.).

13. Indemnity

The Mentee agrees to indemnify and hold MBPF and its representatives, subsidiaries, affiliates, officers, agents, co-branders or other partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, arising out of content the Mentee submits, posts, transmits, or makes available through the programme, or arising out of the Mentee's breach of these Terms and Conditions.

14. No Third Party Rights



No person other than a party to this Agreement is a third party beneficiary of this Agreement, and no person other than a party has any right to enforce any term of this contract.

15. Complaints

In the unlikely event that the Mentee wishes to raise an issue, concern, or make a complaint, please contact admin@mindfulbirthing.org as soon as possible. MBPF will endeavour to respond within 30 days of receiving the complaint.

If a dispute arises out of or in connection with this Agreement and the parties cannot resolve it through direct discussion, the following process applies:

- Either party may provide the other with written notice requesting negotiation. This notice should specify the issues in dispute.
- If the parties do not resolve the dispute within 30 days of the notice to negotiate, they agree to attempt resolution through mediation.
- The parties will jointly select a mediator. If they cannot agree, a mediator will be appointed by California Lawyers for the Arts, Sacramento Mediation Center (www.calawyersforthearts.org).
- All information exchanged during negotiation and mediation is "without prejudice" and confidential, unless otherwise required by law.
- Each party is responsible for its own legal costs and personal travel expenses. The mediator's fees and any administrative costs of mediation will be shared equally.

Nothing in this Agreement affects the Mentee's legal rights under California consumer protection laws.

16. Governing Law and Jurisdiction

These Terms and Conditions and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims) shall be governed by and construed in accordance with California law. The federal and state courts within the Northern District of California shall have exclusive jurisdiction. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, provided that such party participated in the negotiation and mediation process described above.

17. Confidentiality

MBPF takes the confidentiality of all those who attend Mentoring Sessions, and those who work for MBPF, very seriously. Teachers and staff are obliged to keep any Mentee information shared before or during a session completely confidential, except as otherwise required by law.



From time to time, Mentees may share sensitive personal information during Group Mentoring Sessions. All Mentees are expected to respect each other's confidentiality and treat information shared in a Group Mentoring Session as confidential. If it comes to MBPF's attention that information about another Mentee has been shared inappropriately, this may result in the Mentee being asked to leave future sessions.

18. Data Protection

All personal identifying information provided by the Mentee will be kept strictly confidential, except where disclosure is required by law or is considered necessary due to concerns of risk to the Mentee or others.

MBPF will not give the Mentee's personal identifying information to any third party without the Mentee's written consent. The Mentee acknowledges that MBPF has no control over the privacy policies and practices of third-party technology providers, including Ruzuku, Zoom, and the Mentee's internet service provider.

CALIFORNIA PRIVACY NOTE: California residents have additional rights under the California Consumer Privacy Act (CCPA), including the right to know what personal information is collected, the right to request deletion, and the right to opt out of sale of personal information. For more information, please contact admin@mindfulbirthing.org.

19. Technology Requirements

Attending a Mentoring Session requires a computer, tablet, or phone with a webcam and microphone, and sufficient internet speed.

- Minimum internet speed: 2 Mbps download and 2 Mbps upload.
- Recommended internet speed: 15 Mbps download and 2 Mbps upload.
- Internet speed can be checked at www.speedtest.net.

All sessions will be held via Zoom. It is the Mentee's responsibility to ensure their system meets Zoom's current requirements. MBPF is not responsible if the Mentee is unable to attend due to technical issues with their own internet connection or device.

20. Acceptance of Terms and Conditions

By participating in a Mentoring Session and / or by making a payment toward a Mentoring Session, the Mentee accepts all of the Terms and Conditions set out in this Agreement.

