

CLIENT SLEEP CONSULTING AGREEMENT

This Agreement contains the standard terms governing pediatric sleep consulting services purchased from Little Tides Sleep Inc. The same standard Agreement may be used for every Client.

PARTIES, ACCEPTANCE, AND CONTRACT DOCUMENTS

This Agreement is between Little Tides Sleep Inc. (the “Company”) and the person who purchases or accepts the services (the “Client”). The Client’s identity, selected service, consultation details, price, applicable taxes, payment terms, and other purchase information are recorded in the associated booking confirmation, order, invoice, receipt, email confirmation, or other written service confirmation (collectively, the “Booking and Payment Details”). The Booking and Payment Details form part of this Agreement. The Client confirms that they are at least 18 years old and are the child’s parent or legal guardian, or otherwise have lawful authority to obtain services concerning the child associated with the purchase.

The Agreement takes effect when the Client accepts it by an online checkbox, confirms acceptance in writing (including by email), or uses another written acceptance method agreed by the parties. If payment is collected online, acceptance occurs immediately before payment.

CLIENT PARTICIPATION

When an intake form is required for the purchased service, the Client must complete and submit it at least 48 hours before the scheduled consultation. If it is not received by that deadline, the Company may reschedule the consultation to allow adequate time for review. The Client will provide accurate and complete information to the best of their knowledge and promptly communicate relevant questions, concerns, or changes in circumstances.

If the service includes a sleep plan or follow-up support, timely and ongoing communication with the Company is important so that recommendations can be reviewed and adjusted when appropriate. The Client understands that limited communication may affect the Company’s ability to provide effective support but does not extend the support period. The Client remains responsible for sharing the plan with other caregivers and deciding whether and how to implement the recommendations.

SLEEP PLAN DELIVERY AND SUPPORT PERIOD

This section applies only if the purchased service includes a written sleep plan or follow-up support period. When included, the Company will aim to email the sleep plan within 24

hours after the consultation. Any support period connected to the plan begins on the date the completed plan is sent, with that date counting as Day 1. The length of support will be stated in the service description, booking confirmation, invoice, or other written confirmation.

SCHEDULING AND READINESS TO BEGIN

The Client must schedule the consultation for a time when the child and participating caregiver(s) are expected to be at home and using the child's usual sleep space for sleep periods throughout the initial implementation and support period. The consultation should not be scheduled during or immediately before travel, overnight visitors, a move, illness, or another significant disruption to the child's routine, household, or sleep environment. The Client must disclose any known upcoming disruptions before the consultation. Delayed or inconsistent implementation may affect outcomes and does not pause or extend the support period.

REFUNDS, CANCELLATIONS AND RESCHEDULING

For services that include a sleep plan or follow-up support, twenty-five percent (25%) of the total amount paid is a **non-refundable reservation deposit** for the consultation and any applicable support time held for the Client. Cancellations made at least 48 hours before the scheduled consultation will receive a 75% refund. Cancellations made less than 48 hours before the consultation, missed consultations, and non-participation **are non-refundable**. For phone-call-only services that do not include a sleep plan or follow-up support, the cancellation and rescheduling terms stated in the applicable service description and Booking and Payment Details apply.

If the Company must reschedule a consultation, it will offer the Client a reasonable alternative date. If the Company is unable to provide the purchased service and the parties cannot agree on an alternative, the Company will refund the amount paid for services not provided.

The Client may request **one transfer** of the consultation to another available date by providing at least 24 hours' notice. Rescheduling is subject to availability. Requests made with less than 24 hours' notice and any further rescheduling requests are at the Company's discretion.

CRYING AND ADJUSTMENT

Changes to sleep habits, routines, or parental responses may be met with crying or other forms of protest with any approach. The amount and intensity vary between children and may be influenced by temperament, developmental stage, the extent of the change, and

the child's level of overtiredness or accumulated sleep debt. The Company cannot predict or guarantee how a particular child will respond.

CONSULTING WITH THE CLIENT'S HEALTHCARE PROVIDER

The Client is responsible for consulting an appropriate healthcare provider about any medical (including, but not limited to sleep apnea, ear infection, allergies, asthma), feeding, developmental, medication, growth or safety concern that may affect the child's sleep or the suitability of sleep recommendations. Before implementing recommendations involving the reduction or cessation of night feeding, the Client will obtain confirmation from the child's healthcare provider that doing so is appropriate. The Client will promptly notify the Company of relevant medical or health changes.

PROFESSIONAL DISCLAIMER

The information and advice provided by the Company is for educational purposes only, and its services are NOT intended to be a substitute for medical advice or treatment. The Client agrees to seek advice of their healthcare provider or other qualified healthcare practitioners regarding any matters that may require medical attention or diagnosis. Reliance on any information provided by the Company is at the Client's own risk.

Sleep outcomes vary. The Company does not promise that a child will sleep for a particular length of time, stop waking, follow a particular schedule, or achieve any other specific result.

SAFE SLEEP AND CLIENT RESPONSIBILITY

The Company will provide evidence-informed education and encourage the Client to follow current safe-sleep and health guidance appropriate to the child's age and circumstances. The Client remains responsible for the child's care, environment, supervision, health decisions and implementation of any recommendations.

COMMUNICATION AND AVAILABILITY

This section applies to services that include follow-up support. The Company's support hours are Monday through Friday from 10:00 a.m. to 6:00 p.m. Atlantic Time. The Company does not provide check-ins or routine support on weekends.

The Company will generally review the Client's sleep log twice each working day. Review times may vary, and this does not guarantee an immediate response. Messages, sleep-log entries, or other information received outside working hours will be reviewed and responded to during the next working day.

Support is not continuous monitoring, on-call care or emergency assistance, and an immediate response is not guaranteed. Unused support does not create a refund or extend the support period.

PRIVACY

The Company collects, uses, stores, and discloses personal information for intake, service delivery, scheduling, payment, recordkeeping, safety, and legal or insurance purposes, as further described in its Privacy Policy. The Client confirms authority to provide personal information about the child and other family members included in the intake process.

Email, video calls, website forms, and other electronic systems carry privacy and security risks. The Company will use reasonable safeguards but cannot guarantee uninterrupted or completely secure electronic communication.

INTELLECTUAL PROPERTY

Materials supplied by the Company are for the Client's personal use in caring for the child associated with the purchased service. The Client may share them with the child's caregivers and healthcare providers but may not sell, publish, reproduce for other families or commercially distribute them without the Company's written permission.

EXCLUSION/LIMITATION OF LIABILITY

The Company will use reasonable efforts to include up-to-date and accurate information in consults, but makes no representations, warranties, or assurances as to the accuracy, currency, or completeness of the information provided. The Client remains responsible for the child's care, environment, supervision, health decisions, and implementation choices. To the fullest extent permitted by law, the Company is not responsible for indirect, special, incidental, or consequential loss arising from the services or Client decisions. To the fullest extent permitted by law, the Company's total liability arising from a purchased service will not exceed the amount the Client paid for that service. This section does not exclude or limit liability where doing so is prohibited by law.