

Website Terms and Conditions

Effective Date: August 19, 2026

These Terms and Conditions (“Terms”) govern your use of the website hummingbirdbirthing.com (the “Site”), operated by Hummingbird Birth + Life Doula (“we,” “us,” or “our”). By accessing or using the Site, you agree to be bound by these Terms.

If you do not agree with these Terms, please do not use the Site.

1. Use of the Site

You agree to use the Site only for lawful purposes and in accordance with these Terms. You may not:

- Use the Site in any way that violates applicable local, state, national, or international laws.
- Attempt to gain unauthorized access to the Site, its servers, or related systems.
- Interfere with or disrupt the operation of the Site or the experience of other users.

We reserve the right to suspend or terminate your access to the Site at our discretion, including for violations of these Terms.

2. Informational and Non-Medical Content

The content on this Site is provided for general informational, educational, and marketing purposes only. It is not medical advice and does not replace consultation with a licensed healthcare provider.

- Hummingbird Birth + Life Doula does not diagnose, treat, or prescribe medical care through the Site.
- Always consult your physician, midwife, or other licensed provider regarding health decisions, pregnancy, birth, or postpartum care.

3. Services and Online Booking

Any services described on the Site, including doula, postpartum support, birth coaching, education, or consulting services, are subject to separate service agreements or contracts between you and Hummingbird Birth + Life Doula.

- Information on the Site about services, pricing, or availability is subject to change without notice.
- Booking an appointment or submitting a form through the Site does not guarantee acceptance as a client; we reserve the right to decline or reschedule services.

4. Payments and Refunds (Website Purchases Only)

If the Site offers online purchases (such as digital products, guides, or deposits), those transactions may be processed by third-party payment providers under their own terms.

- Prices listed on the Site are in U.S. dollars and may be changed at any time.
- We may offer refunds or credits in accordance with the specific terms displayed at the point of purchase or in your client service agreement.
- You are responsible for providing accurate billing information and for any fees charged by your bank or payment provider.
- We accept major credit and debit cards, PayPal, Venmo, Apple Pay, Google Pay, Cash App Pay, and select buy-now-pay-later options. Custom payment plans are also available.

5. Intellectual Property

All content on the Site, including text, logos, graphics, images, videos, and downloadable materials, is owned by or licensed to Hummingbird Birth + Life Doula, unless otherwise indicated.

You agree not to:

- Copy, reproduce, distribute, or publicly display Site content without our prior written permission.
- Use our trademarks, logos, or branding without authorization.

You may print or download portions of the Site for your personal, non-commercial use, provided you do not modify or remove proprietary notices.

6. User Submissions and Testimonials

If you submit reviews, testimonials, comments, or other content to the Site or our social media channels:

- You confirm that the content is your original work or that you have the rights to share it.
- You grant Hummingbird Birth + Life Doula a non-exclusive, royalty-free license to use, display, and reproduce that content in marketing, educational, or promotional materials, subject to any confidentiality or consent agreements between us.
- We reserve the right to edit or remove submissions that are unlawful, offensive, or inconsistent with our values.

We will not publish identifiable client stories, photos, or videos without written consent, in line with our Privacy Policy.

7. Links to Third-Party Sites

The Site may contain links to third-party websites, resources, or services that are not owned or controlled by Hummingbird Birth + Life Doula. These links are provided for convenience only.

- We are not responsible for the content, privacy practices, or policies of third-party sites.
- Accessing third-party sites is at your own risk, and you should review their terms and privacy policies.

8. Disclaimer of Warranties

The Site and its content are provided “as is” and “as available,” without any warranties of any kind, whether express or implied. To the fullest extent permitted by law, we disclaim all warranties, including but not limited to:

- Implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Any warranty that the Site will be uninterrupted, error-free, secure, or free of viruses or other harmful components.

9. Limitation of Liability

To the maximum extent permitted by law, Hummingbird Birth + Life Doula and its owner, employees, and contractors will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Site or reliance on its content. This includes, without limitation, any loss of data, profits, or goodwill.

Nothing in these Terms limits liability for gross negligence, intentional misconduct, or other liabilities that cannot be excluded under applicable law.

10. Indemnification

You agree to indemnify, defend, and hold harmless Hummingbird Birth + Life Doula and its owner, employees, and contractors from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of your use of the Site or violation of these Terms.

11. Changes to the Site and Terms

We may update, modify, or discontinue any part of the Site at any time without notice. We may also revise these Terms from time to time. The “Effective Date” at the top of this page indicates when these Terms were last updated.

Your continued use of the Site after changes are posted constitutes your acceptance of the revised Terms.

12. Governing Law

These Terms are governed by the laws of the State of Florida, without regard to its conflict-of-law principles. Any disputes arising from or relating to these Terms or your use of the Site will be resolved in the courts located in Broward County, Florida, unless otherwise required by law.

13. Contact Information

If you have questions about these Terms, please contact:

Hummingbird Birth + Life Doula

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