

## Terms and Conditions for Pediatric Sleep Consulting Services

By purchasing a Sleep Consulting Package with SLEEP FAIRY BABY, this agreement is made and entered into between “Client” and “SLEEP FAIRY BABY.” Service may be provided by Imola Nagy or another employee of SLEEP FAIRY BABY, referred to as “the Consultant.”

1. Consultation Services. The Client hereby employs SLEEP FAIRY BABY to perform the following services in accordance with the terms and conditions set forth in this agreement. SLEEP FAIRY BABY will confer with the Client about any concerns relating to the sleep plan agreed upon with the Client, including its implementation and management. Details of which consultation package is to be purchased are agreed upon by the Client and SLEEP FAIRY BABY via email before invoicing.

2. Terms of Agreement. SLEEP FAIRY BABY will provide a consultation to the Client regarding the implementation of healthy sleep habits for the Client’s child including the following services by the consulting package purchased.

### DESCRIPTION OF SERVICES AND FEES

Package name	Full support	Basic support	Do it yourself	Newborn guide	Let's talk
Services	15-minute introduction call	15-minute introduction call			
	Questionnaire and sleep log	Questionnaire and sleep log	Questionnaire and sleep log	15-pages PDF about how to lay a healthy sleep foundation for babies 0-4 months old.	30-minute phone or video call
	Personalized sleep plan in	Personalized sleep plan	Personalized sleep plan		

	Nap training	Nap training	Nap training		
	Guide through regressions and setbacks	Guide through regressions and setbacks	Guide through regressions and setbacks		
	60-minute sleep plan presentation	60-minute sleep plan presentation			
	2 weeks of unlimited chat or email support*	30-minute follow-up call**			
Age group	5 months - 5 years old	5 months - 5 years old	5 months - 5 years old	0-4 months old	0 months - 5 years old
Price USD	\$190	\$140	\$90	\$50	\$25

\*During and after implementing the sleep plan for 2 weeks within 1 month after the presentation. Communication via WhatsApp or Messenger. Daily messages will be replied to within 24 hours.

\*\*Within 1 month after the presentation.

Consultancy method by packages:

### **Full support AND Basic support**

Following the 15-minute discovery call, the Consultant will send the Client a CLIENT INTAKE FORM and a SLEEP LOG to be filled in within 5 days. The invoice will be sent to the Client in the meantime. After filling in the CLIENT INTAKE FORM and a SLEEP LOG and sending back via email or letting the Consultant know that the documents were finalized, the Client will receive a personalized sleep plan in PDF via email within 2 business days. The Consultant reaches out the Client with possible appointments for the 60-minute presentation, which Client and Consultant agrees the best fit for each party. Once the presentation is delivered, the Client agrees to follow the plan using their best judgment and commit to working with SLEEP FAIRY BABY for a two-week period to establish

healthy sleep habits for the Client's child unless otherwise agreed to between SLEEP FAIRY BABY and the Client. This two-week period should begin within 1 week after the presentation, unless there is any medical reason, why the implementation of the plan should be postponed. Any extension or change of this timing is up the discretion of the Consultant. SLEEP FAIRY BABY reserves the right to terminate the agreement at any time with or without full or partial refund if the Client breaches any of the terms of this agreement or if it appears to the Consultant that the Client or another individual in the Client's household is not following the Sleep Plan prepared by the Consultant.

Support:

**Full support:** We will provide you a 2-week of unlimited support, starting from the first day of implementing the sleep plan. To guarantee support, you need to start the implementation within 1 week after the presentation. The support is given in writing via chat or email, all messages are replied to within 24 hours.

**Basic support:** The package includes a 30-minute follow up call, which you can book anytime within 1 month after the sleep plan presentation.

**Do it yourself:** After sending your inquiry for this package through our website, the Consultant will send the Client a CLIENT INTAKE FORM and a SLEEP LOG to be filled in within 5 days. The invoice will be sent to the Client in the meantime. After filling in the CLIENT INTAKE FORM and a SLEEP LOG and sending back via email or letting the Consultant know that the documents were finalized, the Client will receive a personalized sleep plan in PDF via email within 2 business days.

**Newborn guide:**

**Let's talk!**

3. Consulting with Client's health care provider. The Client agrees to consult with the Client's pediatrician or family physician ("health care

provider”), about the Client’s intention to sleep train prior to implementing the sleep plan if the Client has any questions regarding their child's health. It is the Client’s responsibility to be sure that any underlying medical conditions that may be causing sleep problems (including, but not limited to, sleep apnea, ear infection, allergies, and asthma) have been ruled out as well as to ensure that the health care provider has advised that the Client’s child is healthy. If it is the Client's desire to stop nighttime feedings, the Client should be sure that doing so is okay with their child's healthcare provider. The Client agrees to notify SLEEP FAIRY BABY of any changes to the child's health during the sleep training process as sleep training should not be implemented for a child who is ill or has an underlying medical condition that affects sleep.

#### 4. Liability and Disclaimer.

SLEEP FAIRY BABY agrees to provide non-medical sleep coaching services that include providing support and education. The services that SLEEP FAIRY BABY provides are not intended to replace or supplement the medical advice although our employees and representatives may have degrees and experience in the medical field. The Client agrees that none of the advice that SLEEP FAIRY BABY provides shall be considered medical advice nor should the advice be relied upon you as medical advice. The Client should always seek the advice of the medical practitioner. Therefore, the Client should consult with the personal physician or other healthcare professional if the Client have any healthcare related questions or before embarking on any new program or if the Client feel there is a medical issue that needs to be addressed. If a medical problem appears or persists, do not disregard or delay seeking medical advice from the Client’s personal physician or other qualified healthcare provider. Accordingly, SLEEP FAIRY BABY expressly disclaims any liability, loss, damage, or injury caused by information provided to the client. This consultation may provide references to outside materials and resources but SLEEP FAIRY BABY will have no responsibility for the content of such other references and shall not be liable for any damages or injury arising from that content.



Any references provided by SLEEP FAIRY BABY are provided as merely a convenience to the user.

5. Payment to SLEEP FAIRY BABY. SLEEP FAIRY BABY will be paid the flat rate of for the work that will be provided in accordance with this agreement. SLEEP FAIRY BABY will provide an invoice outlining all services to be rendered and collect payment in full before the Sleep Plan or the Newborn guide is delivered via Email. The Client will have the option to seek additional support from SLEEP FAIRY BABY if desired at a rate dependent upon the level of support being sought.

a. Cancellations – any consultation canceled within 24 hours of the scheduled first meeting time for any reason other than a death in the immediate family, will not be eligible for a refund.

b. Rescheduling – the Client has up until 24 hours of the scheduled first meeting time to reschedule their consultation without penalty. Consultations rescheduled within 24 hours of the scheduled first meeting time for any reason other than a death in the immediate family, may not be eligible for a refund.

6. Refund. Refunds are at the sole discretion of SLEEP FAIRY BABY. The invoiced amount paid by the Client is generally considered non-refundable.

7. Guarantee. SLEEP FAIRY BABY does not offer any guarantees related to the effectiveness of services. Results are entirely dependent on commitment from caregivers to follow consistently the plan outlined by SLEEP FAIRY BABY. SLEEP FAIRY BABY cannot guarantee results, as many things impact sleep, including but not limited to illness, teething, sleep environment, visitors, traveling, inconsistent reinforcement, and growth spurts.



8. Confidential Information. SLEEP FAIRY BABY agrees that any information received from the Client during any furtherance of her obligations in accordance with this agreement which concerns the personal, financial, or other affairs of the Client will be treated by SLEEP FAIRY BABY in full confidence and will not be revealed to any other persons or organizations without the written consent from the Client.

9. Parent Commitment and Communication. The Client understands that their commitment to this process is absolutely necessary in order to see the results they are hoping for in regard to their child's sleep. The Client agrees to follow current recommendations from the American Academy of Pediatrics on safe sleep practices. The Client understands that SLEEP FAIRY BABY encourages and enjoys updates from them and that it is their responsibility to correspond with SLEEP FAIRY BABY. The Client promises to bring up any concerns, doubts, or confusion in regard to the sleep plan developed with SLEEP FAIRY BABY and as soon as possible so the Client and SLEEP FAIRY BABY may address them constructively and work together to achieve the goals set forth in the consultation.

a. The Client must prioritize sleep and follow recommendations given by SLEEP FAIRY BABY in order to see results. The Client is responsible for being consistent with sleep times, methodology, approach, and follow through in order to see results. SLEEP FAIRY BABY does not offer any guarantee regarding sleep goals or results as the Consultant is only one half of the partnership, the Client is the other. We work together to achieve success.

b. The Client understands that SLEEP FAIRY BABY is generally available to answer questions on weekdays during the business hours (8 am – 8 pm at the Consultant's local time) and that correspondence received during holidays, Saturdays, or Sundays may be answered the next business day. If the Client is needing guidance, the Client should first use their own best judgement and second text or email their Consultant with SLEEP FAIRY



BABY so that they may be assisted as promptly as possible (with the understanding that text messages or emails received between 8 am and 8 pm (Consultant's local time) will be answered within 24 hours, as quickly as possible for the individual Consultant. The Client understands they should use their best judgment while waiting for a response from SLEEP FAIRY BABY, and should use their best judgment at all times during the sleep training process.

10. Professionalism and Courtesy. SLEEP FAIRY BABY agrees to treat all Clients with respect and kindness especially given the sensitive nature of sleep and family. The Client agrees to maintain professionalism and respectfulness towards the Consultant in all their communications. This includes but is not limited to: no cursing or yelling at the consultant, calling names, or disparaging their professional opinions and work.

11. Signature. Both the Client and SLEEP FAIRY BABY agree to the above agreement. By paying the invoice received by the client you are stating:  
Client: I, the undersigned client, hereby warrant that I am competent to contract in my own name. I confirm that I have read the herein agreement prior to its execution and I am fully familiar with the contents thereof. This agreement shall be binding upon me and my legal representatives and assigns. I agree to the terms and conditions of this contract.

By receiving payment of the Client's invoice SLEEP FAIRY BABY and our team of Sleep Consultants agree to the terms and conditions of this contract.