

Bayou City Breastfeeding, LLC

Terms and Conditions

Version 2026.1 • Effective 05/04/2026

These Terms and Conditions (the “Terms”) govern your use of bayoucitybreastfeeding.com (the “Site”) and the products and services offered by Bayou City Breastfeeding, LLC (“Bayou City Breastfeeding,” “BCB,” “we,” or “us”). By using the Site, you agree to these Terms. If you do not agree, please do not use the Site.

These Terms apply to your use of the Site itself. The clinician–client relationship is governed by the consents and notices Bayou City Breastfeeding provides at intake, including the General Consent, the Notice of Privacy Practices, the Payment-Related Consent, and any service-specific treatment consent.

Website ownership and contact

This Site is owned and operated by:

Bayou City Breastfeeding, LLC

3007 Woodland Hills Dr., #205

Kingwood, TX 77339

United States

Telephone: (281) 305-0411

Email: CEO@bayoucitybreastfeeding.com

Bayou City Breastfeeding operates additional clinical locations across the Houston and San Antonio metropolitan areas; locations are listed on the Site.

Copyright and intellectual property

All content on the Site, including text, graphics, photographs, videos, logos, illustrations, layouts, and code, is owned by or licensed to Bayou City Breastfeeding, LLC and is protected by United States and international intellectual property laws. Receipt of information through the Site does not grant any right to copy, reproduce, distribute, modify, publicly display, or create derivative works from that content without the prior written permission of Bayou City Breastfeeding.

“Bayou City Breastfeeding” and “Alamo City Breastfeeding” are trademarks of Bayou City Breastfeeding, LLC. Use of either name or any associated logo without written permission is prohibited.

If you submit content through the Site (for example, a written testimonial or a photograph attached to a contact-form message), you represent that you own the content or have permission to share it, and you grant Bayou City Breastfeeding a non-exclusive, royalty-free license to use that content for the purpose

for which it was submitted. Use of patient content for marketing requires a separate signed HIPAA Marketing Authorization.

Purpose of the Site

The Site is provided to:

- describe the services offered by Bayou City Breastfeeding;
- share general, non-clinical educational information about infant feeding, parenting, pregnancy, and family health;
- allow visitors to send inquiries through HIPAA-compliant contact forms;
- allow visitors to schedule appointments through Bayou City Breastfeeding's practice-management system.

Medical disclaimer

The information on this Site is for general educational purposes only and is not medical advice. The information is not intended to diagnose, treat, cure, or prevent any condition, and it is not a substitute for individualized advice, evaluation, diagnosis, or treatment from a qualified healthcare provider. Bayou City Breastfeeding makes no warranty about the accuracy, completeness, or current applicability of any information on the Site, and information may change without notice.

Visiting the Site or contacting Bayou City Breastfeeding through the Site does not, by itself, establish a clinician–client relationship. A clinician–client relationship begins only when Bayou City Breastfeeding and the client have entered into a service agreement and the applicable intake consents have been signed.

If you are experiencing a medical emergency, call 911 or go to the nearest emergency department.

Privacy

Information collected through the Site is handled under the Bayou City Breastfeeding Website Privacy Policy. Protected health information collected during care is handled under the Bayou City Breastfeeding Notice of Privacy Practices. Both are posted on the Site and incorporated by reference into these Terms.

Providers in the practice

Lactation consultations are provided by International Board Certified Lactation Consultants (IBCLCs), Certified Lactation Specialists, and Certified Lactation Counselors. Lactation professionals are not licensed by the State of Texas. Chiropractic and therapeutic-laser appointments are provided by chiropractors licensed by the Texas Board of Chiropractic Examiners.

Products and affiliate links

Bayou City Breastfeeding does not warrant, endorse, or guarantee any product or service displayed on the Site, whether sold directly or linked to a third party. Some links on the Site are affiliate links, and

Bayou City Breastfeeding may receive a commission when a visitor follows the link and completes a purchase. Affiliate relationships do not influence the educational information provided on the Site.

Links to other websites

The Site contains links to third-party websites and services. Bayou City Breastfeeding is not responsible for the content, accuracy, privacy practices, or terms of any third-party website. The presence of a link does not constitute an endorsement of the linked website or the products or services it offers.

Eligibility to enter these Terms

To enter into these Terms as a binding agreement, you must be at least 18 years old, or the legal age of majority in your jurisdiction if higher, and have the legal authority to do so. Clinical services for minors are governed by the applicable treatment consent and may be authorized by a parent, legal guardian, or other person with lawful authority to consent for the minor.

Purchases, pricing, and refunds

Prices for products sold directly through the Site are listed at the point of purchase. Bayou City Breastfeeding may correct pricing errors and may change product pricing at any time. Sales tax is applied where required by law.

Fees for clinical services and the terms of payment are governed by the Payment-Related Consent, not by these Terms. Insurance billing, card-on-file authorization, cancellation fees, home-visit fees, and refund terms for clinical services are addressed there.

For undamaged products purchased directly from Bayou City Breastfeeding, return the product with its accessories, original packaging, and the original receipt within 14 days of receipt for exchange or refund to the original payment method. The following products are not eligible for return:

- Breast pumps and breast-pump parts
- Bottles
- Pacifiers
- Supplements (vitamins and herbal supplements)
- Food products

Products may be returned only in the country in which they were originally purchased.

Warranties

When Bayou City Breastfeeding receives a valid warranty claim for a product purchased directly from Bayou City Breastfeeding, Bayou City Breastfeeding will repair the defect or replace the product. If the product cannot be repaired or replaced within a reasonable time, Bayou City Breastfeeding will issue a refund upon prompt return of the product. Bayou City Breastfeeding pays for the shipment of repaired or replaced products to the customer; the customer is responsible for return shipment to Bayou City Breastfeeding.

Except as stated in this section and as required by applicable law, the Site, its content, and any products or services accessed through the Site are provided on an “as is” and “as available” basis without warranties of any kind, either express or implied.

Right to modify the Site and services

Bayou City Breastfeeding may, without prior notice, modify the Site, discontinue or change any feature of the Site, or place limits on the Site's use. Bayou City Breastfeeding may permanently or temporarily suspend access to the Site without notice, for any reason, including technical issues, maintenance, or suspected misuse.

Indemnification

You agree to indemnify and hold Bayou City Breastfeeding, LLC, its members, officers, employees, contractors, and clinicians harmless from any demands, losses, liabilities, claims, or expenses (including reasonable attorneys' fees) made by any third party arising out of your use of the Site or your breach of these Terms. This section does not apply to claims arising from Bayou City Breastfeeding's gross negligence or intentional misconduct.

Limitation of liability

To the maximum extent permitted by applicable law, Bayou City Breastfeeding, LLC, its members, officers, employees, contractors, and clinicians are not liable for any (i) errors, mistakes, or inaccuracies in Site content; (ii) personal injury or property damage of any kind resulting from your access to or use of the Site; (iii) unauthorized access to or use of any servers or any personal information stored therein; or (iv) any indirect, incidental, special, consequential, or punitive damages arising out of or related to your use of the Site.

No information on the Site should be construed as medical advice, and no information on the Site is intended to diagnose, treat, or otherwise direct any user regarding any medical condition or situation. Nothing in these Terms limits any liability that cannot be excluded under applicable law.

Marketing communications

Bayou City Breastfeeding sends marketing communications — such as newsletters, promotional offers, and educational content — only to people who have separately opted in. Marketing that uses or discloses protected health information is governed by the HIPAA Marketing Authorization, which is signed separately. You may unsubscribe from any marketing email using the unsubscribe link in that email or by contacting Bayou City Breastfeeding.

Right to modify these Terms

Bayou City Breastfeeding may modify these Terms from time to time. When material changes are made, Bayou City Breastfeeding will update the Effective Date at the top of these Terms and post a notice of the change on the Site for at least 30 days. Your continued use of the Site after a material change

constitutes acceptance of the updated Terms. If you do not agree to the updated Terms, please stop using the Site.

Governing law and dispute resolution

These Terms, the rights and remedies provided under them, and any claim or dispute arising out of or related to the Site or these Terms are governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict-of-laws principles. You and Bayou City Breastfeeding consent to the exclusive jurisdiction of the state and federal courts located in Harris County, Texas, for any such claim or dispute. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

Severability and entire agreement

If any provision of these Terms is held invalid or unenforceable, the remaining provisions remain in full force and effect. These Terms, together with the Bayou City Breastfeeding Website Privacy Policy and Notice of Privacy Practices, constitute the entire agreement between you and Bayou City Breastfeeding regarding your use of the Site, and supersede any prior or contemporaneous communications and proposals regarding the Site. Service-specific consents and the Payment-Related Consent govern the clinician–client relationship and are not modified by these Terms.

Customer support and contact

To resolve a complaint about the Site, a product purchased through the Site, or any of these Terms, contact:

Bayou City Breastfeeding, LLC

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Kingwood, TX 77339

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Email: CEO@bayoucitybreastfeeding.com