

Terms of Service

Last Updated: July 15, 2025

Welcome to The Real Food Mama's First Bites Bible & Recipe Booklet (the "Product"). By purchasing or accessing the Product, you agree to the following terms and conditions (this "Agreement"). If you do not agree, please do not purchase or access the Product.

1. Definitions

Product: The First Bites Bible and accompanying Recipe Booklet, including any digital downloads, bonuses, or resources delivered electronically.

You/Your: The purchaser or user of the Product.

Lifetime Updates: Access to any new or revised digital content, recipes, meal plans, or guides for as long as the Product is commercially available by The Real Food Mama.

2. License & Access

Upon purchase, You receive a non-exclusive, non-transferable license to access and use the digital Product for personal, non-commercial use.

You may download and print copies for Your own family's use but may not share, resell, or distribute the digital files.

Lifetime Updates: You are entitled to any new versions or additions to the Product at no additional cost, for as long as The Real Food Mama offers the Product for sale.

3. No Medical or Professional Advice

The content of the Product is for educational and informational purposes only.

It is not intended to be a substitute for professional medical advice, diagnosis, or treatment.

Always seek the advice of a qualified health provider with any questions You may have regarding a medical condition or the introduction of new foods to Your baby.

4. Disclaimer of Warranties

The Product is provided "as is" without warranties of any kind, express or implied.

The Real Food Mama disclaims all warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.

5. Limitation of Liability

To the fullest extent permitted by law, The Real Food Mama, its officers, employees, and agents will not be liable for any indirect, incidental, special, consequential, or punitive damages arising out of Your use of the Product.

In no event will The Real Food Mama's total liability exceed the amount You paid for the Product.

Baby Safety & Health: You acknowledge that The Real Food Mama cannot control every variable in Your baby's health or feeding environment. You assume all risks associated with the introduction of foods. The Real Food Mama is not responsible or liable for any adverse reactions, injuries, or damages to You or Your baby.

6. Indemnification

You agree to indemnify, defend, and hold harmless The Real Food Mama, its affiliates, officers, and employees from any claim, demand, loss, liability, or expense (including attorneys' fees) arising out of Your use of the Product or breach of this Agreement.

7. Governing Law & Jurisdiction

This Agreement is governed by the laws of Australia (Victoria). Any dispute arising under this Agreement shall be resolved exclusively in the courts located in Victoria, Australia.

8. Changes to Terms

The Real Food Mama may update these Terms of Service from time to time. We will notify You of material changes. Continued access after changes constitutes acceptance of the updated terms.

Thank you for trusting The Real Food Mama. We're honored to support You and Your baby on this real food journey!

9. Healthy Gut Guarantee & Refund Policy

Digital Product — All Sales Final (with a conditional guarantee): Because this is a digital download, standard policy is **no returns**. However, we offer a conditional, partial refund under our **Healthy Gut Guarantee** of 'The Real food Guide' as outlined below.

9.1 The Healthy Gut Guarantee

If you **follow the guide as directed for 90 consecutive days** and do not observe any meaningful improvement in your baby's digestive comfort or feeding ease, you may request a **partial refund of 85%** of the Product price you paid (exclusive of taxes and third-party processing fees). This guarantee exists **in addition to your rights under the Australian Consumer Law (ACL)**.

9.2 Eligibility Requirements

To qualify, you must meet **all** of the following:

90-Day Implementation Window: No refunds are available during the first 90 days after purchase. Use this period to implement the guide in good faith.

Good-Faith Compliance: Demonstrate reasonable adherence ($\approx$ 80% of meals) to the guide's four-phase, gut-first framework, including using the sample meal ideas, one-new-food-at-a-time approach, and calm mealtime practices.

Support Step: Contact us at Lily@therealfoodmama.com at least once during the 90-day period for troubleshooting so we can help you adjust before a claim.

Complimentary Consultation: Before any refund is issued, schedule and attend a free **30-minute consultation** (Zoom/phone) with The Real Food Mama to review your guidance and tailor adjustments.

Medical Care: The guide is educational only and not medical advice. If your baby has a medical condition, allergies, or growth concerns, please consult your health provider. The Guarantee does not apply where medical advice indicates different feeding requirements.

9.3 How to Submit a Claim

Submit your claim **between day 91 and day 120** from the purchase date by emailing lily@therealfoodmama.com with:

Order number and purchase email

A brief summary ($\leq$ 1 page) of what you implemented over 90 days

A short note on outcomes you expected vs. observed

Your availability for a **complimentary 30-minute consultation** (Zoom/phone). **Refunds are only considered after this call is completed.**

We aim to review claims within **14 business days** of your consultation and may request reasonable clarification. Approved refunds are issued to the original payment method.

9.4 Exclusions & Limitations Exclusions & Limitations

Claims submitted **before day 91 or after day 120**

Duplicate or gift purchases, team/affiliate/wholesale orders

Chargebacks or accounts flagged for abuse or misuse

Failure to provide the information listed in 9.3

Circumstances outside the scope of the guide (e.g., acute illness, medical diagnoses requiring clinical nutrition care)

9.5 Your ACL Rights

Nothing in this policy limits your rights under the **Australian Consumer Law**. Where the ACL applies and there is a failure that amounts to a major failure, you are entitled to remedies in accordance with the ACL.

10. Copyright Notice

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