

# TERMS OF USE

Little Seed Match LLC

Effective Date: April 6, 2026

Last Updated: May 22, 2026

## Acceptance of Terms

These Terms of Use (“Terms”) govern your access to and use of the Website, the Platform, or Services provided by Little Seed Match LLC (“Little Seed Match,” “Company,” “we,” “our,” or “us”). By accessing or using the Website, the Platform, or Services, you acknowledge that you have had a reasonable opportunity to review these Terms and agree to be legally bound by them. If you do not agree, you must discontinue use immediately.

## Key Definitions

“Membership” – eligible individuals (the “Members”), whether it be intended parents, surrogates, or other, who have applied and were accepted to participate on the Platform and receive Company’s Services.

“Personal Information” all information that identifies, relates to, or could reasonably be linked to an individual.

“Platform” – Company’s private membership-based online matching platform intended to provide Company’s Services, specifically to facilitate introductions and independent connections between eligible participants in the surrogacy journey.

“Services” – by and through the Platform, this includes facilitating introductions and potential matches between intended parents and surrogates, offering communication tools to support interactions among users, and assisting with coordination efforts involving independent third-party professionals.

“Website” – [www.littleseedmatch.com](http://www.littleseedmatch.com).

## Additional Description of Services

Company provides services that include facilitating introductions and potential matches between intended parents and surrogates, offering communication tools to support interactions among users, and assisting with coordination efforts involving independent third-party professionals. Company does not direct, manage, or control any medical, legal, or contractual aspects of any arrangement entered into between users or with third-parties.

## No Medical, Legal, or Agency Relationship

Company operates solely as a non-clinical matching and coordination platform. It does not provide, and nothing contained on, within, or through the Website, the Platform, or Services shall be construed as, medical, legal, psychological, or financial advice. Company is not a healthcare provider, law firm, or licensed surrogacy agency, and your use of the Website, the Platform, or Services does not create any fiduciary, agency, physician-patient, or attorney-client relationship. All information made available through the Website, the Platform, or Services is provided for general informational purposes only and should not be relied upon as professional advice. You acknowledge and agree that you are solely responsible for retaining and consulting with your own qualified medical, legal, financial, and other professional advisors.

## **User Contributions, Eligibility, and Representations & Warranties**

This Website, and the Platform, operated by Company, may permit you to upload content and materials of your own creation, including certain Personal Information (as defined and described in the Privacy Policy), and to communicate with other users through features such as chat and video messaging (collectively, “User Contributions”). All User Contributions are subject to and must comply with these Terms, including any applicable content standards set forth herein.

By submitting or making available any User Contributions through the Website or the Platform, you grant Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, transferable, and sublicensable license (through multiple tiers) to use, reproduce, display, distribute, modify, and otherwise exploit any User Contributions that are shared publicly, for purposes including developing, operating, improving, marketing, and promoting the Website, the Platform, Services, and other related activities. You further authorize Company to use your name, likeness, and any associated trademarks, if applicable, in connection with such use of your publicly shared User Contributions. You acknowledge and agree that any information included within your User Contributions may be collected, used, and disclosed in accordance with the Privacy Policy.

You represent and warrant that you own or otherwise control all necessary rights in and to your User Contributions and have full authority to grant the foregoing license to Company and its affiliates, successors, and assigns. You further represent and warrant that your User Contributions comply with these Terms and do not violate any applicable law or the rights of any third-party.

You acknowledge and agree that you are solely responsible for all User Contributions that you submit, post, or otherwise make available through the Website or the Platform, and that Company assumes no responsibility or liability for such content. This includes, without limitation, responsibility for the legality, accuracy, reliability, and appropriateness of your User Contributions, as well as ensuring compliance with all applicable laws and third-party rights, including intellectual property, privacy, and publicity rights. Company reserves the right, in its sole discretion, to review, refuse, remove, or modify any User Contributions at any time and for any reason or no reason at all. Company shall not be liable to any third-party for the content, completeness, or accuracy of any User Contributions submitted by you or any other user of the Platform.

## **No Guarantee / No Outcome Warranty**

You acknowledge and agree that Company does not guarantee any match between intended parents and surrogates, nor does it guarantee any successful surrogacy outcome. You further understand that timelines, compatibility, and results are inherently uncertain and may vary significantly. All Services are provided on an *as-is* and *as-available* basis, without any representations or warranties of any kind, whether express or implied.

## **User Responsibilities**

You agree to provide information that is accurate, complete, and kept current, and to maintain the confidentiality and security of your login credentials. You further agree to utilize the Platform and use the Services in good faith, solely for lawful purposes, and not to misrepresent your identity, background, or intentions in any interaction. You acknowledge and accept that you are solely responsible for your conduct, decisions, and all interactions with other users or third-parties arising from your use of the Services.

## **Third-Party Providers**

Company may introduce you to or reference independent third-party providers, which may include fertility clinics, physicians, attorneys, legal professionals, counselors, coordinators, or other agencies. Any such third-parties operate independently of Company, and Company does not control, supervise, or endorse their services. Company disclaims any responsibility or liability for the performance, accuracy, or outcomes of any services provided by such third-parties. Any engagement or relationship you enter into with a third-party provider is solely between you and that provider.

## **Fees & Payment Terms**

Certain Services offered by Company may require the payment of applicable fees, which will be disclosed to you in advance. Unless expressly stated otherwise in writing, all fees are non-refundable. Company reserves the right to suspend or terminate your access to the Services in the event of any failure to timely pay required fees.

## **Confidentiality & Data Use Reference**

Your use of the Platform and Services is governed by and subject to the Privacy Policy, which is incorporated herein by reference. You acknowledge and understand that, in order to facilitate matching and related services, certain personal and potentially sensitive information may be shared. You further acknowledge that, while reasonable measures may be taken to protect such information, absolute confidentiality cannot be guaranteed in interactions between users or with third-parties.

## **Intellectual Property**

All content available on the Website and the Platform, including without limitation text, graphics, logos, branding, and software, is the property of Company or is used by Company under applicable license. You are granted a limited, non-exclusive right to access and use such content solely for your personal, non-commercial purposes. You may not copy, reproduce, distribute, modify, create derivative works from, or otherwise exploit any content, nor may you use any trademarks, service marks, logos, or branding of Company without its prior written consent. All rights not expressly granted herein are reserved by Company.

## **User Submissions & Content**

If you submit, upload, or otherwise provide any content (“User Content”), you grant Company a non-exclusive, royalty-free, worldwide license to use, reproduce, display, distribute, and otherwise utilize such User Content for legitimate business purposes. You represent and warrant that you have all necessary rights and authority to provide such User Content and to grant the foregoing license. You acknowledge that you are solely responsible for the legality, accuracy, and appropriateness of any User Content you provide. Unless otherwise expressly agreed in writing, User Content shall not be considered confidential, and Company may use such content in accordance with its Privacy Policy.

## **Prohibited Conduct**

You agree to access and use the Website, the Platform, or Services of Company solely for lawful purposes and in a manner consistent with these Terms and all applicable federal, state, and local laws, rules, and regulations. You shall not use the Website, the Platform, or Services, or any User Content in any way that is unlawful, improper, or inconsistent with the intended purpose of the Platform. Without limiting the foregoing, you agree that you will not use the Website, the Platform, or Services to engage in or promote any illegal activity; solicit or encourage others to participate in unlawful conduct; violate any applicable laws or regulations; or infringe upon the intellectual property or other rights of Company or any third-party.

You further agree not to use the Website, the Platform, or Services to submit or transmit any false, misleading, or deceptive information, including any attempt to misrepresent your identity or affiliation with

any individual or entity. You shall not engage in conduct that is abusive, harassing, threatening, defamatory, discriminatory, or otherwise harmful toward any individual or group, including conduct based on protected characteristics. In addition, you may not upload, transmit, or otherwise distribute any material that is unlawful, offensive, obscene, pornographic, defamatory, hateful, or otherwise inappropriate, including content that promotes violence, illegal activity, or harm to any person or group.

You are prohibited from introducing, knowingly or otherwise, any viruses, malicious code, or other harmful or disruptive technology into the Website, the Platform, or Services, or from engaging in any activity that interferes with or disrupts the functionality, security, or operation of the Website, the Platform, or Services, or any related systems. You also agree not to engage in unauthorized data collection or tracking activities, including scraping, harvesting, phishing, spamming, or similar conduct, and not to transmit unsolicited or unauthorized advertising or promotional materials. Further, you shall not attempt to bypass or undermine any security features of the Website, the Platform, or Services, nor may you decompile, reverse engineer, copy, or otherwise exploit any portion of the Website, the Platform, Services, or related content except as expressly permitted under these Terms.

Company reserves the right, in its sole discretion, to suspend or terminate your access to the Website, the Platform, or Services, without notice, for any violation of this provision or for any conduct that it deems harmful to the Platform, its users, or its business operations.

### **Account Security & Access**

You are responsible for maintaining the confidentiality and security of your login credentials and for all activities that occur under your account. You agree to promptly notify Company of any unauthorized access to or use of your account or any other breach of security. Company reserves the right, in its sole discretion, to suspend or disable your account at any time for any reason, including in response to suspected unauthorized activity or violations of these Terms.

### **Account Suspension / Termination**

Company reserves the right, at any time and in its sole discretion, to modify, suspend, or discontinue your use of the Platform or the Services, in whole or in part, with or without notice. Company shall not be liable to you or to any third-party for any such modification, suspension, or discontinuance. Except as expressly provided in these Terms, Company has no obligation to provide any support, maintenance, or updates in connection with the Platform or Services.

In the event your Membership account is terminated, you may not access or use the Services again without the prior express written consent of Company. Company reserves the right to deny or refuse account registration to any individual at its discretion. You agree not to permit any person whose account has been terminated to access the Services through your account or login credentials. If you believe that any restriction or termination of your account has been made in error, you may contact Company at 704-888-8888 or [littleseedmatch@gmail.com](mailto:littleseedmatch@gmail.com) for further review.

Upon any termination or discontinuation of the Platform, Services, or these Terms, all Term sections will survive.

### **Assumption of Risk**

You acknowledge and understand that participation in surrogacy-related processes inherently involves a range of risks, including, without limitation, medical, emotional, psychological, legal, and financial risks.

By using our Services, you voluntarily assume all such risks and accept full responsibility for any consequences arising therefrom.

## **Limitation of Liability**

To the fullest extent permitted by applicable law, Company shall not be liable for any indirect, incidental, consequential, special, or punitive damages arising out of or related to your use of Services, including, without limitation, any damages resulting from unsuccessful matches or arrangements, medical or legal outcomes, emotional distress, or the acts or omissions of third-parties. In all events, Company's total cumulative liability, if any, shall not exceed the total amount of fees actually paid by you to Company for Services giving rise to the claim.

## **Indemnification**

You agree to indemnify, defend, and hold harmless Company, together with its affiliates, subsidiaries, members, managers, officers, directors, employees, agents, contractors, and service providers from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to: (i) your breach of these Terms or any documents incorporated herein by reference; (ii) your violation of any applicable law or regulation; or (iii) your infringement or misappropriation of the rights of any third-party.

Company reserves the right, at your expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you agree to fully cooperate, at your expense, in the defense and resolution of such matter. Company will use commercially reasonable efforts to provide you with notice of any such claim, action, or proceeding upon becoming aware of it.

## **Dispute Resolution**

Please read this section carefully as it affects your legal rights and may require that certain disputes be resolved through arbitration, rather than through the courts.

Informal Resolution – If a dispute, claim, or controversy arises between you and Company (each, a "Dispute"), you agree to first contact Company and make a good faith effort to resolve the matter informally. Any communications made during this process, including offers, statements, or negotiations, whether oral or written, shall be treated as confidential, privileged, and inadmissible in any subsequent proceeding, to the fullest extent permitted by law. This provision does not limit the admissibility of evidence that is otherwise independently discoverable.

Agreement to Arbitrate – If a Dispute is not resolved within sixty (60) days after initiation of the informal resolution process, you and Company agree that, except for matters properly brought in small claims court, any Dispute arising out of or relating to these Terms, the Website, the Platform, or Services, including any question regarding the scope, enforceability, or alleged breach of this arbitration provision, shall be resolved exclusively through binding arbitration before a single arbitrator.

Arbitration shall be administered by Judicial Arbitration and Mediation Services in accordance with its applicable rules, including any expedited procedures then in effect. Judgment on any award rendered by the arbitrator may be entered in any court having jurisdiction.

If this arbitration provision is determined to be invalid or unenforceable with respect to a particular Dispute, then such Dispute shall be brought exclusively in a court of competent jurisdiction located

in Mecklenburg County, North Carolina. You consent to the personal jurisdiction and venue of such courts.

Individual Proceedings Only: Waiver of Class and Representative Action – You and Company agree that any arbitration or other dispute resolution proceeding will be conducted solely on an individual basis. Neither party may bring or participate in any claim as part of a class action, collective action, coordinated proceeding, or mass arbitration.

For purposes of this section, a “collective” or “mass” proceeding includes situations where two or more similar claims are filed at or around the same time and are coordinated by the same or related counsel.

To the fullest extent permitted by applicable law, you and Company each waive any right to bring or participate in any class action, collective action, representative proceeding, or private attorney general action in connection with any Dispute. This means that neither party may seek to consolidate claims or recover on behalf of others.

If any portion of this section—particularly the provisions requiring individual proceedings—is found to be invalid or unenforceable, then this entire dispute resolution section may be deemed void and of no further effect, at the election of either party.

## **No Obligation Clause**

Nothing in these Terms, nor any agreement between you and Company, shall be construed to obligate Company to provide any services, continue discussions, approve any participant, make any introduction, or facilitate, pursue, or finalize any match, arrangement or transaction. All such actions are within the sole and absolute discretion of Company, and Company may decline, suspend, or discontinue any services or interactions at any time, with or without cause. You, the user, acknowledge and agree that no guarantee, representation, or assurance is made regarding the availability, suitability, or outcome of any potential match or arrangement.

## **Website Disclaimer**

All Website content is provided for general informational purposes only. We do not guarantee accuracy, completeness, or reliability. You should not rely on Website content as professional advice.

## **Platform Disclaimer**

All Platform content is provided for Membership informational purposes only. We do not guarantee accuracy, completeness, or reliability. You should not rely on the Platform content as professional advice.

## **External Links**

We may provide links to third-party websites for convenience. We are not responsible for their content, practices, or policies.

## **Modifications and Updates to Terms**

We reserve the right to update, change or replace any part of these Terms from time to time at our sole discretion by posting updates and/or changes to the Terms on our Website. It is your responsibility to check the Terms periodically for changes. Your continued use of or access to the Website following the posting of any such changes to the Terms constitutes acceptance of those changes.

## **Entire Agreement**

These Terms, together with our Privacy Policy and related releases, authorizations and other agreements, constitute the entire agreement between you and Company.

## **Miscellaneous**

If any provision of these Terms is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect. The failure of Company to enforce any right or provision under these Terms shall not be deemed a waiver of such right or provision or of any future enforcement thereof. You may not assign or transfer any of your rights or obligations under these Terms without the prior written consent of Company. Headings and section titles are included for convenience only and shall not affect the interpretation of these Terms.

## **Contact Information**

If you have any questions regarding these Terms of Use, please contact us:

Little Seed Match, LLC  
1213 West Morehead Street  
5th floor #2186  
Charlotte, NC 28208

[connect@littleseedmatch.com](mailto:connect@littleseedmatch.com)  
(704) 290-2100