

Terms and Conditions

Effective Date: November 27, 2024

Welcome to **anybabycansa.org**. By accessing or using this website and its services, you agree to comply with and be bound by these Terms and Conditions ("T&C"). Please read them carefully before using the website or any services provided by us.

1. Introduction

These Terms and Conditions govern your use of the website **anybabycansa.org** ("the Website") and any services provided by **Any Baby Can SA** ("we," "our," or "us"). By accessing or using our Website, you agree to be bound by these terms. If you do not agree to these terms, please do not use our Website or services.

2. Acceptance of Terms

By accessing and using the Website, you confirm that you accept these T&C and agree to be legally bound by them. If you do not accept these terms, you must refrain from using our Website.

3. User Responsibilities and Conduct

Users of the Website are responsible for complying with all applicable laws and regulations while using our services. You agree not to:

- Engage in any form of misuse, including but not limited to spamming, fraudulent activities, and harassment.
- Upload or transmit content that is harmful, offensive, defamatory, or otherwise violates others' rights.
- Use the Website for any illegal activities or in a way that harms the functionality of the Website.

We reserve the right to suspend or terminate your access if you violate these terms.

4. Intellectual Property Rights

All content on the Website, including text, graphics, logos, images, and software, is the property of **Any Baby Can SA** or its licensors and is protected by copyright and intellectual property laws. You may not copy, distribute, modify, or create derivative works of any content from the Website without prior written permission from us.

5. Account Information and Security

If you create an account on the Website, you agree to provide accurate and complete information. You are responsible for maintaining the confidentiality of your account details, including your username and password. You agree to notify us immediately if you suspect any unauthorized use of your account. We are not responsible for any unauthorized access to your account.

6. Payment Terms

If applicable, the Website may offer paid services. Payment for these services is due as specified during the checkout process. Billing cycles, payment methods, and refund policies will be outlined during the purchase process. Non-payment may result in the suspension or termination of services.

7. Privacy and Data Collection

We respect your privacy. Our privacy practices are described in our [Privacy Policy](#). By using the Website, you consent to the collection and use of your personal data in accordance with our Privacy Policy.

8. Limitation of Liability

To the maximum extent permitted by law, **Any Baby Can SA** will not be held liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from your use of the Website or services. This includes, but is not limited to, damages for loss of data, business interruption, or other losses incurred while using the Website.

9. Termination or Suspension of Services

We reserve the right to terminate or suspend your access to the Website and its services, at our sole discretion, if we believe that you have violated these Terms and Conditions or engaged in any activity that may harm the Website or its users.

10. Governing Law and Dispute Resolution

These Terms and Conditions shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to its conflict of law principles.

Any disputes, claims, or controversies arising out of or in connection with these Terms and Conditions, or your use of the Website and its services, shall first be attempted to be resolved through good faith negotiations. If the dispute cannot be resolved through negotiation, the parties agree to attempt to resolve the dispute through mediation conducted in San Antonio, Texas.

If mediation is unsuccessful, the dispute will be resolved through binding arbitration in San Antonio, Texas, in accordance with the rules of the American Arbitration Association (AAA).

The decision of the arbitrator(s) shall be final and binding, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You and Any Baby Can SA agree that any dispute resolution proceedings will be conducted on an individual basis and not in a class, consolidated, or representative action.

11. Changes to Terms

We may update these Terms and Conditions from time to time. Any changes will be posted on this page, and the date of the most recent update will be indicated at the top of this document. You are encouraged to review these Terms periodically. Continued use of the Website after changes are made constitutes your acceptance of those changes.

12. Contact Information

If you have any questions or concerns about these Terms and Conditions, please contact us at:

Any Baby Can SA

217 Howard St

frontdesk@anybabycansa.org

210-227-7170

SMS Communications Terms and Conditions

By opting in to receive SMS communications from **Any Baby Can SA**, you agree to the following terms regarding SMS messaging:

Consent for SMS Communication

By providing your consent, you agree to receive SMS messages from **Any Baby Can SA** related to updates, alerts, promotional offers, and other relevant notifications. Your consent is not a condition of any purchase.

Note: The information obtained through SMS consent will not be shared with third parties or affiliates.

Types of SMS Communications

If you have consented to receive text messages from **Any Baby Can SA**, you may receive messages related to:

- Service updates
- Event reminders

Frequency of Messages

Messaging frequency may vary depending on the nature of your interaction with the Website.

Fees

Message and data rates may apply depending on your mobile carrier and plan.

Opt-In Process

To opt-in for SMS communications, you must fill out a form on our Website where you provide your consent. By submitting this form and checking off the opt-in checkbox, you agree to receive text messages from **Any Baby Can SA**.

Opt-Out Process

You can opt-out of receiving SMS messages from us at any time. Once you have opted in and initiated communication with us via text message, you will always receive an opt-out option in each message. To stop receiving text messages, reply "STOP" to any message. Once you opt out, no further communication will be sent to you.

Link to Privacy Policy

For more information on how we collect, use, and protect your data, please refer to our [Privacy Policy](#).

By continuing to use the Website and providing consent for SMS communications, you acknowledge that you have read, understood, and agree to these Terms and Conditions.