

CERTIFIED CLINICAL LACTATIONIST™
AGREEMENT BETWEEN
BREASTFEEDING OUTLOOK AND
CERTIFIED CLINICAL LACTATIONIST™ PARTICIPANT

By clicking on the “Start Exam” box on the exam page, you are indicating that you have read, understand and agree to the following terms and conditions:

CERTIFICATION REQUIREMENTS

This certification is being provided by Marie Biancuzzo RN MS CCL IBCLC and Breastfeeding Outlook. Breastfeeding Outlook is accredited by the California Board of Registered Nursing and the International Board of Lactation Consultant Examiners as a long-term provider of continuing education.

To be certified as a Certified Clinical Lactationist™ one must meet the following requirements:

- Successful completion of *Marie Biancuzzo’s Comprehensive Lactation Course* (MBCLC) or the online *Marie Biancuzzo’s Core Concepts 90 Course*
- Successful completion of Marie’s *Health Sciences Continuing Education Package* (Not required for those who hold a current state license in healthcare.)
- Provide proof of completion of a Basic Life Support program (Not required for those who hold a current state license in healthcare.)
- Holders of a current state license in healthcare must provide proof of state licensure as a dentist, dietitian, midwife, nurse, occupational therapist, pharmacist, physical therapist, physiotherapist, physician, medical doctor, speech pathologist, and/or speech therapist.
- Pass the Certified Clinical Lactationist™ exam after completing all other requirements. (Exam score will be provided as pass or fail)

Upon successful certification designation Breastfeeding Outlook grants the Candidate a personal, non-exclusive, non-transferable, revocable designation and the right of use for the applicable designation of Certified Clinical Lactationist™ on business cards, resumes, and letterhead. You may not use the Certified Clinical Lactationist™ in any way that: i) may be construed to establishing an affiliation between Breastfeeding Outlook and any third parties other than Candidate; or ii) negatively impacts Breastfeeding Outlook’s reputation or goodwill.

Breastfeeding Outlook retains all rights, title and interests in the Certified Clinical Lactationist™ Certification Designation). Nothing herein shall be construed to grant any other rights to you.

SCOPE OF PRACTICE

A Certified Clinical Lactationist™ has received education to perform the following tasks:

- Counsel parents on feeding choices for their child, taking into consideration any ethical or cultural considerations
- Assist parents with implementing their feeding choice
- Assist with latch, positioning and initial breastfeeding after birth
- Identify and monitor conditions and situations that may impede successful breastfeeding
- Assist parents in correcting or accommodating these issues
- Assess for and select proper nipple devices when necessary
- Identify breast and nipple conditions and make appropriate referrals
- Advocate for exclusive breastfeeding in all situations

TERMS AND CONDITIONS

Furthermore, I understand that Certification Exam is not in any way a warranty or guarantee of an individual's abilities with regards to the teach lactation skills to patients' abilities in general, and any representations made to the contrary by a certified individual are strictly prohibited

You will be required to provide personal information. You agree to provide the information as a condition of participating in the Program. The personal information will be collected prior to and throughout the duration of your participation in the Program, including, but not limited to, during registration, the 90-hour program, via the Exam, and self-service portals. This information will be used to process your certification, and for the purposes of facilitating and administering the Program and your participation thereto. You acknowledge and agree that your personal information may be shared internally within Breastfeeding Outlook, with your employer, with the entity paying for your participation in the Program, and/or with the entity to which you are providing services. You can review your personal information and make change requests by going to www.breastfeedingoutlook.com.

Disclosure of Your Certification Designation and Information Related Thereto. From time to time, third parties may contact Breastfeeding Outlook in order to verify your Certification Designation status, and you hereby authorize Breastfeeding Outlook to disclose information regarding your Certification Designation status to third parties seeking verification.

You will be required to provide personal indemnification. You agree to indemnify, defend and hold Breastfeeding Outlook and its officers, directors, affiliates, employees and representatives harmless from and against any all claims, losses, liabilities, damages, costs and expenses, including reasonable attorney's fees, arising out of, relating to, or caused directly by your negligent act or omissions in regards to your use of the Certification Designation, or breach of your obligations under this Agreement.

The term of this Agreement shall commence upon your acceptance of these terms and conditions and passing the exam and shall continue until terminated as provided herein. Breastfeeding Outlook may terminate this Agreement with or without cause upon thirty (30) days written notice to you. Breastfeeding Outlook may, in its sole discretion, terminate this Agreement at any time and revoke your Certification Designation if Breastfeeding Outlook determines that you: 1) assisted, or used assistance from others in completing the Certification Exam; 2) circumvented, or attempted to circumvent, Breastfeeding Outlook's program procedures or security mechanisms, or 3) breached the terms of this Agreement. Upon termination of the Agreement, your rights to use the Certification Designation shall cease immediately.

BREASTFEEDING OUTLOOK MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Limitation of Liability. IN NO EVENT SHALL BREASTFEEDING OUTLOOK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID TO BREASTFEEDING OUTLOOK, IF ANY, TO PARTICIPATE IN THE CERTIFICATION PROGRAM. IN NO EVENT SHALL BREASTFEEDING OUTLOOK HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY MALPRACTICE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES

Breastfeeding Outlook reserves the right to modify the Program, requirements for Certification, and/or Certification Exams at any time, without notice. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning the Program.