

TERMS AND CONDITIONS FOR MOMCO GROUPS

These Terms and Conditions ("Agreement") govern the relationship between the church/organization ("Group") and MomCo Global ("MomCo") regarding participation in and operation of a registered MomCo group. By registering a group with MomCo, the church/organization agrees to abide by the terms outlined below.

Information given to The MomCo is confidential and for group records only. MomCo does not sell, trade or share any personal information with other organizations.

FINANCIAL COMMITMENT

STARTUP FEE

An initial non-refundable startup fee is required at the time of registration to activate a MomCo group.

ANNUAL RENEWAL FEE

Groups must renew annually each April/May. The renewal fee grants continued access to MomCo resources and covers all groups operating under the same church or organization.

REGISTRATION OF GROUP PARTICIPANTS AND LEADERS

Each registered MomCo group is required to register its group participants and to designate leaders with MomCo on an annual basis. This registration ensures that participants have access to resources and communications provided by MomCo.

Group participants and leaders must be registered online through the designated Leader Site. It is the responsibility of the group leadership to ensure accurate and timely registration each program year.

Failure to register participants may result in limited access to MomCo resources and participant benefits.

LEADERSHIP TRAINING AND RESPONSIBILITIES

The church/organization/group acknowledges that the MomCo group operates as part of its local ministry and agrees to:

- Encourage, equip, and develop mothers to grow in their faith in Jesus.
- Provide resources for leaders to attend MomCo-sponsored training events, with such costs covered by the church/organization as appropriate.

MomCo offers leadership materials, events, curriculum, and support; however, this training is not all-inclusive and does not cover employment practices, child care worker screening, or other HR-related functions.

OWNERSHIP AND USE OF MATERIALS

INTELLECTUAL PROPERTY

All MomCo-produced materials, including logos, curricula, online tools, and other resources, remain the sole property of MomCo. These materials may only be used by registered and renewed groups.

LOGO USAGE

The MomCo logo may be used without additional authorization for materials such as flyers, banners, websites, and business cards promoting registered group activities.

For items intended for resale or broad distribution (e.g., apparel, tote bags, handbooks), prior written permission must be obtained by contacting: logo@themom.co.

Logo use must not be altered in form or style. Modifications, distortions, or embellishments are prohibited.

CONFIDENTIALITY

DEFINITION

“Confidential Information” includes all non-public, sensitive, or proprietary information exchanged between the parties, including personal data, financial records, and ministry operations.

OBLIGATIONS

The receiving party agrees to:

- Use Confidential Information solely for purposes of fulfilling obligations under this Agreement.
- Protect Confidential Information with the same level of care it uses to protect its own.
- Not disclose Confidential Information to third parties without prior written consent, except as required by law.

TERM AND REMEDIES

These confidentiality obligations remain in effect during the term of this Agreement and for two (2) years following termination. Breaches may result in injunctive or equitable relief in addition to legal remedies.

RELATIONSHIP OF PARTIES

- MomCo and the Group are independent parties. No partnership, agency, or joint venture is created by this Agreement.
- Group personnel are solely employees or volunteers of the church/organization—not of MomCo.
- The church/organization is fully responsible for all operational, staffing, and safety practices related to its group, including compliance with applicable laws.

INDEMNIFICATION

The Group agrees to indemnify and hold harmless MomCo from any claims, damages, or liabilities arising out of or related to the operation of the group, including but not limited to claims involving volunteers, employees, participants, or third parties.

TERMINATION

TERMINATION FOR NON-RENEWAL

Failure to complete the annual renewal process and submit the required renewal fee by the stated deadline will result in the group’s automatic dissolution effective September 1 of that calendar year. At that time, all group access to MomCo resources, materials, and systems will be revoked, and use of the MomCo name, logo, and brand assets must immediately cease. No additional notice is required.

IMMEDIATE TERMINATION FOR CAUSE

Either party may terminate this Agreement immediately if the other party:

- Materially breaches this Agreement and fails to cure within fifteen (15) days.
- Engages in conduct that may reasonably harm the reputation or mission of the terminating party.

EFFECT OF TERMINATION

Upon termination:

- The group must immediately cease using MomCo’s name, logo, and materials.
- Confidential materials must be returned or destroyed as outlined in Section 4.
- All fees accrued prior to termination remain payable and non-refundable.
- Sections related to Confidentiality, Indemnification, and Dispute Resolution shall survive termination.

DISPUTE RESOLUTION

NEGOTIATION AND MEDIATION

Parties agree to first attempt resolution through good-faith negotiation. If unresolved within thirty (30) days, parties will engage in mediation using the Rules of Procedure for Christian Conciliation (Peacemaker Ministries or equivalent), conducted in Denver, Colorado.

BINDING ARBITRATION

If mediation fails, disputes will be resolved through binding arbitration under the rules of the American Arbitration Association (AAA), also in Denver, Colorado. The arbitrator's decision shall be final and enforceable in any court of competent jurisdiction.

MODIFICATIONS, RENEWAL, AND WAIVERS

MODIFICATIONS

No modifications to this Agreement are valid unless made in writing and signed by the CEO of MomCo.

RENEWAL

Upon annual renewal, this Agreement continues in effect unless explicitly modified by MomCo. All terms and obligations shall survive and remain binding.

NO WAIVER

Failure by MomCo to enforce any part of this Agreement shall not constitute a waiver of future rights or remedies for the same or similar breaches.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions.