

CERTIFIED CLINICAL LACTATIONIST™ EXAM  
RULES, TERMS AND CONDITIONS AGREEMENT BETWEEN  
BREASTFEEDING OUTLOOK AND  
CERTIFIED CLINICAL LACTATIONIST™ CANDIDATE

By clicking on the “Start Exam” box on the exam page, the Candidate is indicating that she/he has read, understands and agrees to the following rules, terms and conditions:

#### CERTIFICATION REQUIREMENTS

The CERTIFIED CLINICAL LACTATIONIST™ certification is being provided by Marie Biancuzzo RN MS CCL IBCLC and Breastfeeding Outlook.

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

- Successful completion of Marie Biancuzzo’s Comprehensive Lactation Course or the online Marie Biancuzzo’s Core Concepts 90 Course (collectively “Course”).
- Successful completion of Marie’s Health Sciences Continuing Education Package (not required for those who hold a current state license in healthcare).
- 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.

Upon completion of the above requirements, the candidate is eligible to take the Certified Clinical Lactationist™ Exam (“CCL™ Exam” or “Exam”). The candidate must pass the Exam in one of three (3) attempts.

Upon successful certification designation, Breastfeeding Outlook grants the Candidate a personal, non-exclusive, non-transferable, revocable certification designation and the right of use of the applicable designation of Certified Clinical Lactationist™ on business cards, resumes, and letterhead. The Candidate may not use the Certified Clinical Lactationist™ designation in any way that: i) may be construed as 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 right, title and interest in the Certified Clinical Lactationist™ Certification Designation. Nothing herein shall be construed to grant any other rights to the Candidate.

#### SCOPE OF PRACTICE

A Certified Clinical Lactationist™ will receive education and a certification designation to perform the following skills:

- 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
- Assessment and selection of proper nipple devices when necessary
- Identify breast and nipple conditions and make appropriate referrals
- Advocate for exclusive breastfeeding in all situations

## TERMS AND CONDITIONS

A Candidate's ability to pass the Certified Clinical Lactationist™ Exam does not warranty or guarantee that individual's ability to successfully teach lactation skills and any representations made to the contrary by a certified candidate are strictly prohibited.

The candidate is required to provide personal information. The candidate agrees to provide personal information as a condition of participating in the Course and the Certified Clinical Lactationist™ exam consistent with Breastfeeding Outlook's Privacy Policy [ <https://breastfeedingoutlook.com/PrivacyPolicy.html> ]. Personal information will be collected prior to and throughout the duration of the Candidate's participation in the prerequisite course, including, but not limited to, registration, the 90-hour course, the Certified Clinical Lactationist™ exam, and related self-service portals. This information will be used to process the Candidate's certification, and for the purposes of facilitating and administering the Course and participation therein. The Candidate acknowledges and agrees that her/his personal information may be shared internally within Breastfeeding Outlook, with the Candidate's employer, with the entity paying for the Candidate's participation in the Course, and/or with the individual and/or entity to which the Candidate is providing services. The Candidate can review their personal information and make change requests by going to [breastfeedingoutlook.com](https://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 Certification Designation status, and the candidate hereby authorizes Breastfeeding Outlook to disclose information regarding Certification Designation status to third parties seeking verification.

The Candidate will be required to provide personal indemnification. The Candidate agrees 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 or resulting from a candidate's negligent acts or omissions in any way related to their use of the Certified Clinical Lactationist™ certification designation, or breach of their obligations under this Certified Clinical Lactationist™ exam rules, terms and conditions agreement or the CCL™ Exam Agreement [ [https://breastfeedingoutlook.com/Lactationist/CCL\\_Exam\\_Agreement.html](https://breastfeedingoutlook.com/Lactationist/CCL_Exam_Agreement.html) ] (collectively "Agreement").

Breastfeeding Outlook may, in its sole discretion, terminate any agreement with Candidate at any time and revoke their Certification Designation if Breastfeeding Outlook determines that the Candidate: 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 their 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 PREREQUISITE COURSES OR CERTIFICATION EXAM. IN NO EVENT SHALL BREASTFEEDING OUTLOOK HAVE ANY LIABILITY TO THE CANDIDATE OR ANY 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 prerequisite courses, programs, and/or requirements for the Certified Clinical Lactationist™ 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 prerequisite courses, programs, and/or requirements for the Certified Clinical Lactationist™ Certification, and/or Certification Exams.

It is expressly agreed that a breach of this Agreement by Candidate may cause irreparable harm and a remedy at law may be inadequate. In addition to any and all remedies available at law, Breastfeeding Outlook will be entitled to injunctive relief or other equitable remedies in the event of a threatened or actual violation of any of the provisions of this Agreement.

This Agreement shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules. Each party hereby consents to the exclusive jurisdiction of the state and federal courts located in the Eastern District of Virginia, Alexandria Division. Each party also hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.