

Terms of Use

LAST REVISED August 1, 2020

These Terms of Use (“Terms”) govern your use of KidsLipi Inc.’s (“KidsLipi”, “we” or “our”) services available through our website located at KidsLipi.com (the “Website”), and our Hindi & Gujarati language teaching mobile software application known as “KidsLipi” (the “App”) (collectively, the functionality provided by the Website and App are referred to as the “Services”). These Terms also incorporate our privacy policy (<http://www.kidslipi.com/privacypolicy>) (“Privacy Policy”).

PLEASE READ THESE TERMS CAREFULLY. BY ACCESSING, BROWSING OR USING THE WEBSITE, APP OR SERVICES, CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR DOWNLOADING THE APP, YOU REPRESENT AND AGREE TO THE FOLLOWING: (1) EITHER (a) YOU HAVE ATTAINED THE AGE OF 18 OR THE LEGAL AGE THAT IS STATUTORILY REQUIRED UNDER THE LAWS OF THE COUNTRY IN WHICH YOU RESIDE TO FORM A BINDING CONTRACT WITH KIDSLIPI, OR (b) IF YOU ARE A CHILD UNDER AGE 18, YOU MAY ONLY USE THE SERVICES UNDER THE SUPERVISION OF AN ADULT, IN WHICH CASE THE ADULT SHALL BE DEEMED THE USER AND SHALL BE RESPONSIBLE FOR ALL ACTIVITIES; (2) YOU AGREE THAT YOU ARE THE PARENT OR LEGAL GUARDIAN OF ANY USERS YOUNGER THAN 13 YEARS OF AGE THAT YOU ADD TO YOUR ACCOUNT, AND THAT YOU CONSENT TO THEIR USE OF THE SERVICES; (3) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY OR ON BEHALF OF THE COMPANY YOU REPRESENT; AND (4) YOU CONSENT TO YOUR PERSONAL DATA BEING COLLECTED, STORED, PROCESSED OR TRANSFERRED IN THE MANNER PROVIDED FOR IN THESE TERMS AND AS PER THE PRIVACY POLICY.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU MAY NOT ACCESS OR USE THE WEBSITE, APP OR SERVICES.

THESE TERMS INCLUDE A CLASS ACTION WAIVER AND A WAIVER OF JURY TRIALS, AND REQUIRE BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES.

1. ACCOUNTS

Registration. In order to access certain features of the Services you may be required to register for an account (“Account”). If you access the Services through a social networking site, such as Facebook (each, an “SNS”), as part of the functionality of the Services, you may link your Account with an SNS account (“SNS Account”), by allowing KidsLipi to access your SNS Account, as is permitted under the applicable terms and conditions that govern your use of each SNS Account. You represent that you are entitled to disclose your SNS Account login information to KidsLipi and/or grant KidsLipi access to your SNS Account (including, but not limited to, for the purposes described here) without breach by you of any of the terms and conditions that govern your use of the applicable SNS Account and without obligating KidsLipi to pay any fees or making KidsLipi subject to any usage limitations imposed by such third-party service providers. By granting KidsLipi access to any SNS Accounts, you understand that KidsLipi may access, make available and store (if applicable) any information, data, text, software, music, sound, photographs, messages, tags, and/or other materials accessible through the Services that you have provided to and stored in your SNS Account (“SNS Content”) so that it is available on and through the Services via your Account. Depending on the SNS Accounts you choose and subject to the privacy settings that you have in such SNS Accounts, personally identifiable information that you post to your

SNS Accounts may be available on and through your Account or the Services. PLEASE NOTE THAT YOUR RELATIONSHIPS WITH THE THIRD-PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR SNS ACCOUNTS ARE GOVERNED SOLELY BY YOUR AGREEMENTS WITH SUCH THIRD-PARTY SERVICE PROVIDERS, AND KIDSLIPI DISCLAIMS ANY LIABILITY FOR PERSONALLY IDENTIFIABLE INFORMATION THAT MAY BE PROVIDED TO IT BY SUCH THIRD-PARTY SERVICE PROVIDERS IN VIOLATION OF THE PRIVACY SETTINGS THAT YOU HAVE SET IN SUCH THIRD-PARTY ACCOUNTS. KidsLipi makes no effort to review any SNS Content for any purpose, including but not limited to, for accuracy, legality or non-infringement, and KidsLipi is not responsible for any SNS Content.

Registration Data. In registering for the Services, you agree to (1) provide true, accurate, current and complete information about yourself as prompted by the Services' registration form (the "Registration Data"); and (2) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account. You may not share your Account or password with anyone outside your family, and you agree to notify KidsLipi immediately of any unauthorized use of your password or any other breach of security. If you provide any information that is untrue, inaccurate, not current or incomplete, or KidsLipi has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, KidsLipi has the right to suspend or terminate your Account and refuse any and all current or future use of the Services (or any portion thereof). KidsLipi may, but is not obligated to, request documentation to verify your identity and/or certain Registration Data. If you fail to timely verify your identity or Registration Data to KidsLipi's reasonable satisfaction or KidsLipi has reasonable grounds to suspect your Registration Data is untrue, inaccurate, not current, or incomplete, KidsLipi may, but is not obligated to, contact any or all matches or other users of your potentially inaccurate, non-current, incomplete, or fraudulent identity, data, or information in addition to its other rights hereunder. KidsLipi reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party's rights. You agree not to create an Account or use the Services if you have been previously removed by KidsLipi, or if you have been previously banned from any KidsLipi Properties (as defined below).

Accessing Additional Content with School Activation Code. The App offers an users that register through their children's schools the option to access additional premium content. If your school participates in this program, please request registration information and the school's activation code from the school. If your school does not participate, tell the school to sign up!

2. LICENSE & OWNERSHIP

License. KidsLipi grants you a personal, revocable, limited, non-transferable license to use the features and functions of the Services to download and use the App on as many mobile devices as you choose, solely for your family's own personal use; provided, premium content may currently only be activated on one (1) device at a time using a school-provided activation code one (1) mobile device. Furthermore, with respect to any App accessed through or downloaded from the Apple App Store, Google Chrome Web Store, Google Play marketplace or any similar store or marketplace (each, an "App Store", and references to an App Store include the corporate entity and its subsidiaries making such App Store available to you), you agree to comply with all applicable third party terms of the relevant App Store (e.g., Apple App Store's "Usage Rules") (collectively, the "Usage Rules") when downloading and using the App. All updates and upgrades to the App will be governed by the version of these Terms published

by KidsLipi as of the date you install such update or upgrade. You agree, however, that we are not obligated to create or provide any support, corrections, updates, upgrades, bug fixes and/or enhancements of or to the App or the Services.

Ownership. Unless otherwise noted, the Website, App and Services (collectively, the “KidsLipi Properties”) and all text, content and documents on the KidsLipi Properties, any names, logos, trademarks, service marks, brand identities, characters, trade names, graphics, designs, copyrights, trade dress, or other intellectual property appearing therein used to operate KidsLipi Properties, and the organization, compilation, look and feel, illustrations, artwork, videos, music, software and other works on KidsLipi Properties, including your account and content generated by you in the use of the KidsLipi Properties (collectively, the “Content”) are owned by KidsLipi (or its affiliates) or used with permission or under license from a third party (each an “Owner”), and are protected under copyright, trademark and other intellectual property and proprietary rights laws. As between KidsLipi and you, all right, title and interest in and to the Content will at all times remain with KidsLipi and/or the Owners. All brand names, product names, titles, slogans, logos, or service names and other marks used on the Website, App or Services, are registered and/or common law trade names, trademarks or service marks of KidsLipi or the applicable Owner.

License to Your Content. KidsLipi does not claim ownership of any content, images, videos, text or other materials you upload to the Services (“Your Content”). You grant KidsLipi a non-exclusive, fully paid, perpetual, irrevocable, worldwide, royalty-free, and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, digitally transmit, publicly perform, and publicly display, Your Content (in whole or in part) for any commercial and/or business purpose whatsoever, including for the purpose of operating and providing KidsLipi Properties to you and to our other end-users. For purposes of clarity, you may use Your Content solely for your own personal, non-professional purposes. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not KidsLipi, are responsible for all of Your Content that you make available on or in KidsLipi Properties.

Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to KidsLipi through its suggestion, feedback, wiki, forum or similar pages (“Feedback”) is at your own risk and that KidsLipi has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to KidsLipi a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the KidsLipi Properties.

3. USE & RESTRICTIONS

You are permitted to use KidsLipi Properties and/or the Content for lawful purposes as provided in these Terms only. You will not, without KidsLipi’s express written consent: (i) copy, retransmit, modify, disseminate, sell, exploit, display, perform, reuse, re-post, broadcast, circulate, or otherwise distribute

any part of the Content, in each case for any purpose other than for which KidsLipi Properties are being provided to you; (ii) use KidsLipi Properties to conduct or promote any illegal activities; (iii) attempt to reverse engineer or jeopardize the correct functioning of KidsLipi Properties, or otherwise attempt to derive the source code of the software (including the tools, methods, processes, and infrastructure) that enables or underlies KidsLipi Properties; (iv) attempt to gain access to secured portions of KidsLipi Properties to which you do not possess access rights; (v) use KidsLipi Properties to generate unsolicited email advertisements or spam; (vi) use KidsLipi Properties to stalk, harass or harm another individual; (vii) use any high volume automatic, electronic or manual process to access, search or harvest information from KidsLipi Properties (including without limitation robots, spiders or scripts); (viii) interfere in any way with the proper functioning of KidsLipi Properties, or interfere with or disrupt any servers or networks connected to KidsLipi Properties, or disobey any requirements, procedures, policies or regulations of networks connected to KidsLipi Properties; (ix) use any robot, spider, other automatic device, or manual process to extract, "screen scrape," monitor, "mine," or copy any static or dynamic web page on KidsLipi Properties or the Content contained on any such web page for commercial use without our prior express written permission; (x) impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; (xi) mirror or frame KidsLipi Properties or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages; (xii) use any trade name, trademark, or brand name of ours in metatags, keywords and/or hidden text; (xiii) create derivative works from the Content or commercially exploit any part of the Content in any way; (xiv) use any portion of a KidsLipi Properties or the Content in any manner that may give a false or misleading impression, attribution or statement as to us, the Owner or any other third party; or (xv) alter, remove or obscure any copyright notice, digital watermarks, proprietary legends or any other notice included in the Content.

Children. Online service providers must obtain the consent of a child's parent or legal guardian (collectively, "Parent") before they knowingly collect personal information as defined by COPPA (as used in this section, "personal information") online from children under 13. We do not collect personal information through the Services from any child under 13. If you are a child under 13, you may not send any personal information about yourself to us. If we learn we have collected personal information from a child under 13, we will promptly delete that information. We encourage Parents to monitor their children's Internet usage and to help enforce our Privacy Policy by instructing their children never to provide personal information on the Services without their permission. If you are signing up for the Services and creating an account on behalf of a child, you represent and warrant that you are the parent or legal guardian of that child. You represent and warrant that you are of legal age to form a binding contract. You also certify that you are legally permitted to use and access the Services and take full responsibility for the selection and use of and access to the Services. If you believe a child under 13 may have provided us personal information in violation of this paragraph, please contact us at Legal@KidsLipi.com.

KidsLipi reserves all other rights. Except as expressly provided herein, nothing on KidsLipi Properties will be construed as conferring any license under KidsLipi's and/or its Owner's intellectual property rights, whether by estoppel, implication or otherwise. Notwithstanding anything herein to the contrary, KidsLipi may revoke any of the foregoing rights and/or your access to KidsLipi Properties, or any part thereof, including the blocking of your IP Address, at any time without prior notice.

4. UNITED STATES ONLY

BY USING THE SERVICES, YOU AGREE AND ACKNOWLEDGE THAT THEY ARE HOSTED IN THE UNITED STATES. IF YOU ARE ATTEMPTING TO ACCESS THE SERVICES FROM A PHYSICAL LOCATION WITHIN THE EUROPEAN UNION, ASIA, OR ANY OTHER REGION WITH LAWS OR REGULATIONS GOVERNING PERSONAL DATA COLLECTION, USE, AND DISCLOSURE THAT DIFFER FROM UNITED STATES LAWS, PLEASE BE ADVISED THAT THROUGH YOUR CONTINUED USE OF THIS WEBSITE, WHICH IS GOVERNED BY U.S. LAW AND THESE TERMS, INCLUDING THE PRIVACY POLICY, YOU ARE TRANSFERRING YOUR PERSONAL INFORMATION TO THE UNITED STATES AND YOU CONSENT TO (1) SUCH TRANSFER, (2) THE APPLICATION OF THE LAWS OF THE UNITED STATES AND/OR THE STATE OF DELAWARE (U.S.A.) WITH RESPECT TO ANY DISPUTE ARISING FROM OR RELATED TO THE TERMS, PRIVACY POLICY AND/OR YOUR USE OF KIDSLIPI PROPERTIES, OTHER THAN SUCH RULES, REGULATIONS, CASE LAW, AND/OR INTERNATIONAL TREATIES THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN THE UNITED STATES OR THE STATE OF DELAWARE, AND (C) THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE UNITED STATES AND THE STATE OF DELAWARE. ANY CLAIM OR DISPUTE BETWEEN YOU AND KIDSLIPI THAT ARISES IN WHOLE OR IN PART FROM YOUR USE OF THE WEBSITE OR IN CONNECTION WITH THESE TERMS OR THE PRIVACY POLICY WILL BE DECIDED EXCLUSIVELY BY A COURT OF COMPETENT JURISDICTION LOCATED IN DELAWARE. YOU AGREE THAT SUCH COURT WILL HAVE IN PERSONAM JURISDICTION AND VENUE WITH RESPECT TO YOU, AND YOU HEREBY SUBMIT TO THE JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION BASED ON INCONVENIENT FORUM.

5. DISCLAIMERS

THE KIDSLIPI PROPERTIES AND ALL OTHER FEATURES ON THE SERVICES ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND WITH RESPECT TO THE KIDSLIPI PROPERTIES AND/OR CONTENT, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. SHOULD APPLICABLE LAW NOT PERMIT THE FOREGOING EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, THEN KIDSLIPI HEREBY GRANTS THE MINIMUM EXPRESS OR IMPLIED WARRANTY REQUIRED BY SUCH APPLICABLE LAW. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM KIDSLIPI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS OR ANY OTHER PERSONS WILL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS SECTION. ADDITIONALLY, KIDSLIPI DOES NOT MAKE ANY WARRANTIES THAT THE SERVICES WILL BE UNINTERRUPTED, SECURE OR ERROR FREE OR THAT YOUR USE OF THE SERVICES WILL MEET YOUR EXPECTATIONS, OR THAT THE KIDSLIPI PROPERTIES, CONTENT, OR ANY PORTION THEREOF, IS CORRECT, ACCURATE, OR RELIABLE. KIDSLIPI RESERVES THE RIGHT TO CHANGE ANY PART OF THE KIDSLIPI PROPERTIES AT ANYTIME WITHOUT NOTICE.

6. LIMITATIONS OF LIABILITY

YOUR USE OF THE KIDSLIPI PROPERTIES IS AT YOUR OWN RISK. NEITHER KIDSLIPI, ITS AFFILIATES, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES ("KIDSLIPI PARTIES") WILL BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME, PROFIT OR GOODWILL, LOSS OF OR DAMAGE TO PROPERTY AND CLAIMS OF THIRD PARTIES ARISING OUT OF YOUR ACCESS TO OR USE OF THE KIDSLIPI PROPERTIES OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF

ANY CONTENT OR OTHER INFORMATION AVAILABLE ON THE KIDSLIPI PROPERTIES, HOWEVER CAUSED, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PROPRIETARY RIGHTS INFRINGEMENT, PRODUCT LIABILITY OR OTHERWISE. THE FOREGOING WILL APPLY EVEN IF KIDSLIPI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU BECOME DISSATISFIED IN ANY WAY WITH THE KIDSLIPI PROPERTIES, THESE TERMS, OR ITS PRIVACY POLICY, YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP YOUR USE OF THE KIDSLIPI PROPERTIES. YOU HEREBY WAIVE ANY AND ALL CLAIMS AGAINST THE KIDSLIPI PARTIES ARISING OUT OF YOUR USE OF THE KIDSLIPI PROPERTIES. BECAUSE SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, THESE PROVISIONS MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE KIDSLIPI PARTIES WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.) THE LIMITATION OF LIABILITY HEREIN IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN AND REFLECTS A FAIR ALLOCATION OF RISK. THE KIDSLIPI PROPERTIES WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS AND YOU AGREE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY, DISCLAIMERS AND EXCLUSIVE REMEDIES SPECIFIED HEREIN WILL SURVIVE EVEN IF FOUND TO HAVE FAILED IN THEIR ESSENTIAL PURPOSE.

7. DIGITAL MILLENIUM COPYRIGHT ACT

KidsLipi is committed to respecting and protecting the legal rights of copyright owners. As such, KidsLipi adheres to the following notice and take down policy, in full compliance with Section 512(c) (3) of the DMCA (17 U.S.C. § 512 et seq.). If you believe any of the Content infringes upon your intellectual property rights, please submit a written notification alleging such infringement (hereafter a “DMCA Takedown Notice”). To be valid, a DMCA Takedown Notice must (i) be provided to KidsLipi’s designated agent, (“Copyright Agent”), as set forth below, and (ii) include the following:

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works; Identification of the material claimed to be infringing or to be the subject of infringing activity and that is to be removed or access disabled and information reasonably sufficient to permit the service provider to locate the material; Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail; A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and A statement that, under penalty of perjury, the information in the notification is accurate and you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed.

KidsLipi’s Copyright Agent to receive DMCA Takedown Notices may be contacted at:
Legal@KidsLipi.com.

For clarity, only DMCA Takedown Notices should go to the Copyright Agent; any other feedback, comments, online purchases or other communications should be directed to the applicable customer service links posted on the Services. You acknowledge that for KidsLipi to be authorized to take down any content, your DMCA Takedown Notice must comply with all of the requirements of this Section.

8. CHANGES TO THESE TERM

These terms are subject to change by KIDSLIPI in its sole discretion at any time. When changes are made, KidsLipi will make a new copy of these terms available on the Website and within the App. We will also update the “Last Updated” date at the bottom of these Terms. Any changes to these terms will be effective immediately after posting such changes on the Website or App. KidsLipi may, but is not required to, require you to provide consent to the updated Terms in a specified manner before further use of KidsLipi Properties is permitted. If you do not agree to any change(s), you must stop using KidsLipi Properties. Otherwise, your continued use of KidsLipi Properties constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE AND APP TO VIEW THE THEN-CURRENT TERMS.

9. TERMINATION

KidsLipi may cancel, suspend or block your use of KidsLipi Properties without notice if there has been a violation of these Terms, as determined by KidsLipi in its sole discretion. Your right to use KidsLipi Properties will end once your registration is terminated, and any data you have stored on the Services may be unavailable later, unless KidsLipi is required to retain it by law. You may terminate your registration at any time. KidsLipi is not responsible or liable for any records or information that is made unavailable to you as a result of your termination of registration. YOU AGREE THAT KIDSLIPI WILL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY TERMINATION OF YOUR ACCESS TO THE WEBSITE, APP OR SERVICES. Any limitations on liability that favor KidsLipi will survive the expiration or termination of these Terms for any reason.

10. ARBITRATION AGREEMENT; CLASS WAIVER; WAIVER OF TRIAL BY JURY

Please read this Arbitration Agreement carefully. It is part of your contract with KidsLipi and affects your rights. It contains procedures for MANDATORY BINDING ARBITRATION, A CLASS ACTION WAIVER, and A WAIVER OF TRIAL BY JURY.

Applicability of Arbitration Agreement. All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with these terms or the use of any product or service provided by KidsLipi that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under these terms of this Arbitration Agreement. This Arbitration Agreement applies to you and KidsLipi, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under these terms.

Notice Requirement and Informal Dispute Resolution. Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to KidsLipi should be sent to: Legal@KidsLipi.com. After the Notice is received, you and KidsLipi may attempt to resolve the claim or dispute informally. If you and KidsLipi do not resolve the claim or dispute within 30 days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in

this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of this arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these terms. The AAA Consumer Arbitration Rules governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in the state in which KidsLipi's principal office is based, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration, and shall pay an equal share of the fees and costs of the ADR Provider.

Additional Rules for Non-appearance Based Arbitration: If non-appearance arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties.

Time Limits. If you or KidsLipi pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and KidsLipi, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and these terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and KidsLipi.

Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and KidsLipi in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND KIDSLIPI WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON

A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This Section shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

Severability. If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

Right to Waive. Any or all of the rights and limitations set forth in this Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Agreement.

Survival of Agreement. This Arbitration Agreement will survive the termination of your relationship with KidsLipi.

Small Claims Court. Notwithstanding the foregoing, either you or KidsLipi may bring an individual action in small claims court.

Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Claims Not Subject To Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark, or trade secret shall not be subject to this arbitration agreement.

Courts. In any circumstances where the foregoing Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within the state in which KidsLipi's principal office is based for such purpose.

11. GOVERNING LAW

These terms and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12. APP STORE ADDITIONAL TERMS & CONDITIONS

The following additional terms and conditions apply to you if you are using an App from an App Store. To the extent the other terms and conditions of this Agreement are less restrictive than, or otherwise conflict with, these terms and conditions of this Section, the more restrictive or conflicting terms and conditions in this Section apply, but solely with respect to Apps from an App Store.

Acknowledgement. KidsLipi and you acknowledge that this Agreement is concluded between KidsLipi and you only, and not with the App Store, and KidsLipi, not the App Store, is solely responsible for the App and the content thereof. To the extent this Agreement provides for usage rules for Apps that are less restrictive than the Usage Rules set forth for the App in, or otherwise is in conflict with, the App Store Terms of Service, the more restrictive or conflicting App Store term applies, as applicable.

Scope of License. The license granted to you for the App is limited to a non-transferable license to use App on either an iOS or Android device that you own or control and as permitted by the Usage Rules.

Maintenance and Support. KidsLipi is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement (if any), or as required under applicable law. KidsLipi and you acknowledge that the App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

Warranty. KidsLipi is solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. In the event of any failure of the App to conform to any applicable warranty, you may notify the App Store, and the App Store may refund the purchase price for the App to you; and to the maximum extent permitted by applicable law, the App Store will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be KidsLipi's sole responsibility.

Product Claims. KidsLipi and you acknowledge that the App Store is not responsible for addressing any claims of you or any third party relating to the App or your possession and/or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit KidsLipi's liability to you beyond what is permitted by applicable law.

Intellectual Property Rights. KidsLipi and you acknowledge that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, KidsLipi, not the App Store, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

Legal Compliance. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

Developer Name and Address. KidsLipi's contact information for any end-user questions, complaints or

claims with respect to the App is set forth below.

Third Party Terms of Agreement. You must comply with applicable third party terms of agreement when using the App.

Third Party Beneficiary. You agree that the App Store provider (and its subsidiaries) is a third party beneficiary of this Agreement and will have the right to enforce this Agreement.

13. EXPORT CONTROL

You may not use, export, import, or transfer the KidsLipi Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the KidsLipi Properties, and any other applicable laws. In particular, but without limitation, the KidsLipi Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the KidsLipi Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that products, services or technology provided by KidsLipi are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer KidsLipi's products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

14. NOTICES & AGREEMENT TO BE BOUND BY ELECTRONIC SIGNATURE

The communications between you and KidsLipi use electronic means, whether you visit KidsLipi Properties or send KidsLipi e-mails, or whether KidsLipi posts notices on KidsLipi Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from KidsLipi in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that KidsLipi provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

15. MISCELLANEOUS

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by KidsLipi without restriction. KidsLipi's failure to enforce any provision of these Terms will not be deemed a waiver of such provision nor of the right to enforce such provision. If any part of these Terms is determined to be invalid or unenforceable pursuant to applicable law, including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms will continue in effect. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in

printed form. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

16. QUESTIONS, COMPLAINTS, CLAIMS

If you have any questions, complaints or claims with respect to KidsLipi Properties, please contact us at: Info@KidsLipi.com and we will endeavor to address your concerns. If you feel that your concerns have not been completely addressed, we invite you to let us know for further investigation. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Boulevard, Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.