

# Terms and Conditions

We hope you feel comfortable using our website and find something great for your child. Before you start surfing and shopping, please read our terms and conditions (hereinafter "Terms and Conditions").

## Terms and Conditions - Kidzifi Inc.

These Terms and Conditions are valid from March 21, 2018 and can be changed without prior announcement. Every customer and visitor is obliged to know the terms and conditions. The website kidzify.ai is operated by the company Kidzifi Inc., 8 The Grn Ste B, Dover, DE 19901 (hereinafter "Seller"). The Seller is registered with Taxpayer Identification Number 93-1921707. You can reach the seller by email at [info@kidzify.ai](mailto:info@kidzify.ai).

## Definitions

For the purposes of these Terms and Conditions, the terms

"Buyer" means the person named on the order;

"Contract" means the order and the order confirmation;

"Faulty" means afflicted with an error or defect; imperfect or defective;

"Order" means your order for a product from the website;

"Seller" is the company Kidzifi Inc., 8 The Grn Ste B, Dover, DE 19901, that operates all content and materials on the website kidzify.ai.

"Terms and Conditions" means the terms and conditions set out in this document.

## Access to and use of the website

The website may not be used for any improper or unlawful purpose, or in violation of any applicable laws or licenses. You hereby agree to comply with all necessary instructions that we give you for the purpose of using the website.

By placing your order, you acknowledge that we may review your order and its content for compliance with our policies and these Terms and Conditions, and may refuse to process an order in the event of a breach of these Terms and Conditions and our policies.

As part of your order, you acknowledge that we may review your order and its content for compliance with our policies and these Terms and Conditions, and may decline to process an order if we believe the content is in violation of these terms and our policies.

## Property Rights and Rights of Use

All intellectual property rights (i.e. patents, registered and unregistered trademarks and service marks, domain names, utility models and design rights, copyrights, database rights, photo rights and the rights to computer programs and all computer code) on and of the website and all

content and materials that are on the website ("Website Content") are and remain the property of the Seller or its licensors. The content of the website may be used for your personal, non-commercial purposes only and may not be reproduced, modified, copied, altered, distributed, redesigned, republished, exhibited, transmitted, or sold in any form whatsoever, in whole or in part, and you may not remove any copyright notices or other proprietary designations that are part of the website's content.

All information contained on the website including descriptions of books, age recommendations, photos and previews of personalized books may differ from the original. The Seller reserves the right to make minor changes in product descriptions without having to inform customers and visitors.

## Unsolicited Ideas

Every customer and visitor to our website agrees that he is not entitled to any refund in exchange for ideas, especially because of the possibility that we are already developing such ideas ourselves. If you send us Unsolicited Materials, you understand and agree that the following terms will apply, notwithstanding any cover letter or other terms that accompany them:

- Kidzifi Inc. has no obligation to review any Unsolicited Materials, nor to keep any Unsolicited Materials confidential; and
- Kidzifi Inc. will own, and may use and redistribute, Unsolicited Materials for any purpose without restriction and free of any obligation to acknowledge or compensate you.

## Orders and specifications

All products can be purchased if they are available and your order has been accepted by us. We reserve the right to refuse orders without giving reasons. Your order is valid only after the receipt of a confirmation of the order without reservation.

Before submitting the order, the customer has the opportunity to view the product preview and is required to accept the preview before proceeding.

The order confirmation contains details of your order and the price. It is your responsibility to notify us of any errors or errors in the order as soon as possible. Otherwise, you may receive a Faulty order. All details for the delivery time are informative and serve as orientation. The Seller will do everything to ensure that your order is delivered on time, but bears no responsibility if the order is not delivered on time.

While we endeavor to reproduce and describe the inks used on the products as accurately as possible on our website, we cannot assure you that the colors supplied will exactly match those displayed on your monitor or mobile phone due to different display settings. We reserve the right to change a product on the website or stop the sale of a product without informing you.

## Prices, payment and currencies

The prices valid on the day the order is received by the Seller apply. All prices are in U.S. dollars and include the statutory value-added tax. Any shipping costs will be shown separately and be clearly stated. All prices and discounts will be clearly visible on the invoice, which all customers receive electronically. Therefore, it is very important that the customer provides a valid email address.

After completing the order, an invoice will automatically be sent by email regardless of the payment method.

Payment options include: credit card (MasterCard, Visa, American Express) and PayPal.

Credit card and PayPal transfers are processed/ executed via the Braintree system. The customer is debited immediately after the completion of the order. A description of the process can be found here: <https://www.braintreepayments.com/>.

All products are paid for via an external payment service provider. You will be asked to provide your payment information to this external payment service provider and you may also be required to accept additional terms and conditions regarding the use of each service. We cannot assume any liability arising out of or in connection with your use of any such external payment service provider and, to the extent permitted by law, hereby exclude such liability.

Unless otherwise agreed, all payments are due immediately upon invoicing. The bank account or the credit card account of the customer is debited immediately after the completion of the order.

You warrant that all information provided to us for the purposes of your order and its delivery is accurate, that you have the power to dispose of the chosen method of payment, and that you have sufficient funds or credit at your disposal to fully pay for the order.

We are not responsible or liable for any errors of our provider.

Although we make every effort to ensure that the information on this website ("Website Content") is accurate, we cannot guarantee its accuracy or completeness. We reserve the right to change prices or fees at any time without prior notice and may refuse or cancel delivery associated with any misrepresentation of the price or fees.

## Discounts, promotions and benefits

Various benefits or discounts are not compatible. For a single order, only one type of discount or benefit can be claimed. The buyer is entitled to a discount only if the order has been made during the time of the sales promotion. No further discounts can be claimed on an already reduced price. Unless otherwise stated, discount codes only apply to a single book and are not

valid on past purchases. Discount codes are valid for as long as they are promoted in the footer of the homepage, unless otherwise stated.

We reserve the right to change, suspend or terminate any promotion, discount or benefit at any time without notice.

## Return, refund and cancellation rights

An order can only be revoked in the following cases:

(a) if we do not deliver the ordered goods within 30 days of the end of the day following your order or

(b) in the delivery of defective products. The revocation must be made as soon as possible after the discovery of the defect or damage. The prerequisite is that you have checked the product immediately after delivery, but in no case later than 24 hours after receipt of the product. State laws commonly provide for a four year statute of limitations on implied warranties, which effectively means you have four years to discover relevant defects in goods sold. They are limited and exclude other damages, especially those caused by neglect, inappropriate use, improper repair or changes and modifications.

If an order is revoked in accordance with (a) or (b) above, we shall be responsible for all sums paid (including shipping costs for the original delivery and any replacement) with respect to the order in question.

The revocation must be communicated by e-mail to [info@kidzify.ai](mailto:info@kidzify.ai).

As a precaution, it is specified that the General Terms and Conditions, except in the case of defects or errors of the product, do not grant any right of revocation for products which by definition have been made and customized according to your wishes after 24 hours of their being placed.

The products must be returned to us in their original packaging. As a precaution, keep the original packaging.

Your statutory rights remain unaffected by this provision.

## Disclaimer and limitation of liability

Although we make every effort to ensure that information on this website ("Website Content") is accurate, we cannot guarantee its accuracy or completeness. We reserve the right to make changes to the Website Content or the products, pricing or fees described herein at any time without notice. Website Content may be out of date and we assume no obligation to update that content. We will use the necessary expertise and care in providing for the Website. Certain Website Content may come from third parties. We point out that we do not assume any warranty

or responsibility for the accuracy, completeness, timeliness or reliability of such Website Content.

Unless otherwise provided in these terms and conditions, this website and the Website Content displayed on it are therefore in their present condition and without any express or implied (by customary, custom, legal provisions, etc.) representations or warranties of any kind. To the extent permitted by law, we disclaim all other terms, conditions, warranties, and representations (including, without limitation, any implied warranties as to the suitability of the website or the Website Content for any purpose). Website Content will not violate the rights of third parties.

We make no representation that the website or the Website Content or any functions of the website will be available uninterrupted or error-free, that errors will be corrected or that the website or the server that provides access to it will be free of viruses or other harmful content. We neither guarantee nor warrant that the website or Website Content will meet your needs. We also make no warranty or representation with respect to the use or results of the use of any Website Content in terms of its completeness, accuracy, timeliness, reliability or other characteristics.

We cannot be held responsible for the security of or any disruption to the website of any kind. The same conditions apply to the loss or corruption of materials posted through the website, as well as the loss or falsification of materials or data downloaded from the website to a computer system.

## Liability

We warrant that all products purchased through this site are of satisfactory quality and suitable for the purposes for which products of this type are ordinarily supplied.

To the extent permitted by law, we disclaim all other express or implied terms, representations and warranties (as may be implied by common law, custom, law, etc.).

We are not liable for any damage or loss that you incur when ordering a product as a result of a breach of this contract by us.

You expressly agree that you are using this website and Website Content at your own risk.

Subject to the above provisions, you agree that we cannot be held liable in the following cases:

(a) in case of immediate losses, claims or damages; (b) for indirect losses, claims or damages, as well as for punitive, special, incidental or consequential damages of any kind which are not directly related to the incident which was the cause of the claim; or (c) in the event of loss of profit, loss of savings or the falsification of data (direct or indirect), regardless of whether or not they arise out of contract liability, tortious liability (including negligence), strict liability or directly or indirectly (i) from any use of this website or Website Content, (ii) from any of these terms and conditions, (iii) from any of the products, (iv) in the event of a failure or delay in the use of any

part of the website, the Website Content or services, including but not limited to the unavailability of the website, Website Content or services, regardless of the duration of the period of unavailability, (v) from any use of or reliance on Website Content or other information, materials, software, products, services or related graphics obtained through the website ; in all of these cases, the disclaimer applies even if we have been warned about the possibility of such loss or damage.

We shall not be liable for any loss, damage or expense (including lost profit) arising directly or indirectly from the default of fulfillment of the principal obligations under these Terms and Conditions if based on events or circumstances that arise beyond our control; these include, in particular, strikes, labor disputes, power failures, breakdowns, state action and force majeure.

According to local laws, liability may not be excluded or limited. In this case, the above limitations or exclusions of liability do not apply to you.

Due to the inherent risks of using the Internet, we cannot be held responsible for any damage or virus attack on your computer equipment or other property that has occurred while using the website.

Because of the risks inherent on the Internet, we cannot be held responsible for any damage to your computer equipment or other equipment, or for viruses that infest this equipment while using or navigating the website. Please note that you download or otherwise obtain Website Content from the website at your own risk.

You agree that you accept responsibility for any damage to your computer system or loss of data resulting from the downloading or purchasing of such website content.

## Indemnification

You agree to indemnify us and our parent companies, affiliates and our respective officers, directors, employees, owners, intermediaries, contractors, partners, informants and licensors in respect of any claims, damages, liabilities, costs and expenses (including attorney's fees) (whether they were predictable or preventable) incurred or suffered by any other party, as well as any claim or legal action arising out of or in connection with your use of the website, the Website Content or the services offered by the website, your behavior in connection with the website or the services offered or in connection with other users of the website, any purchases, transactions, actions or arrangements with a third party through the website or on the website of a third party or in relation to the violation of these General Terms and Conditions or any law or right of a third party arise or threaten to give, indemnify, defend and indemnify.

## Choice of Law

Any disputes arising out of or related to these Terms of Use and/or any use by you of the website or Hooray Heroes services shall be governed by the laws of the Commonwealth of

Massachusetts, without regard to its choice of legal rules and without regard to conflicts of legal principles.

## Completion

We may remove the website at any time at our sole discretion and for any reason, or discontinue the provision of any services available through the website.

We may terminate your access to the website for any reason, at our sole discretion, with or without notice to you at any time.

### Place an order

To place an order, you must follow the order procedure specified on the website. Details of the price to be paid for each product, as well as the payment process, are listed on the website.

Any times and dates given for delivery are estimates only. We will use our best endeavors to deliver the goods within the specified times, but we will not be liable if the delivery is not made within that time.

By placing an order through the website, you are making an offer to purchase the product and indicating that you accept these Terms of Sale and our Terms and Conditions. All orders are only binding upon our acceptance; we are entitled to reject any order you place. We will send a written acknowledgment of receipt to the e-mail address you enter when placing your order, but this confirmation does not constitute acceptance of the order on our part. We will accept your offer once we have received full payment from you. We will then send you a confirmation by e-mail; at this time, the contract is concluded. Once full payment is received, we will start processing your order and create your personalized book. Once we start creating your book, the cancellation of your order is not possible. We require full payment of the book before this book is produced and shipped. If we are unable to place an order after accepting the payment, we will refund your money and cancel the contract.

We may modify or discontinue our products or services at any time without notice to you, and it cannot be ruled out that products will become unavailable without prior notice. We accept no liability of any kind if a product or service is not available.

You affirm that all the information you provide to us for the purpose of purchasing products through the website is correct, that the credit or debit card or electronic funds you use are yours, and that sufficient cash or lending funds are available to cover the cost of the respective products. If the payment is not received in full, we are under no obligation to supply the products.

## The right to deny services

The seller reserves the right that, in exceptional cases, products will not be delivered. As an exception, technical restrictions apply to the personalization of a product or customer payment risk level, which is based on the decision of the seller. The seller has the right to cancel the

order if he cannot receive a confirmation of the purchase by the customer by phone or e-mail. The seller is obliged to inform the customer about the non-delivery via e-mail or telephone. If the customer has not provided any correct personal information, the seller is under no obligation to inform him. The seller shall not be liable for any loss, damage or expense resulting from any failure or delay in the performance of its obligations which were caused by an event or circumstance beyond its control.

## Privacy

We will only use personal information that we obtain from you in accordance with our Privacy Policy. These policies are an integral part of these Terms and Conditions, and it is important that you read them. By agreeing to these Terms and Conditions, you also agree to our Privacy Policy. You can find the policy here: [Privacy Policy](#)

## CONTENT CONSENT AND RELEASE FORM RIGHTS OF USE

I hereby represent and warrant that the content (photos, videos, texts, etc.) I have submitted to Hooray Studios, Inc., including its affiliates, subsidiaries, and related companies. (the "Hooray" or "you") through email and other applicable communicational tools ("Content") is my original work, it has not been copied from others, and it does not violate the rights of any other person.

By sending the Content, I am hereby are granting, where permitted by law, the Hooray and its representatives a non-exclusive transferrable perpetual worldwide license (with the right to sublicense) to print, publish, broadcast, distribute, reproduce and use the Contents on the Internet, press release, in newsletter and event announcements, presentations, articles, social media marketing channels for news, publicity, information, trade, advertising, public relations, and promotional purposes and for any kind of present and future Hooray's events without any further compensation, notice, review, or consent. Moral rights in the Content remain with myself.

I hereby further represent and warrant that I have, or have obtained, all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted herein for any Content that I submit to Hooray. I agree that such Content will not contain material subject to copyright or other proprietary rights, unless I have necessary permission or are otherwise legally entitled to post the Content and to grant Hooray the license described above.

## RELEASE FORM FOR A MINOR (IF APPLICABLE)

I hereby certify that I am the adult parent or guardian of a child under the age of majority (hereinafter »Child«), who is not legally competent to give consent to processing of Child's personal data in relation to the Content, and that I have the legal authority to execute this release on behalf of the Child.



By sending the Content to you (hereinafter "Release Form"), I irrevocably give permission to Hooray and its officers, agents, employees, successors, licensees, and assigns to take, reproduce, edit, publish, distribute and otherwise use for advertising, trade and/or promotion of Hooray and its products Child's appearance, name, likeness and biographical data as included in the Content (hereinafter "Material"). I further give permission to Hooray to use Child's name and any other personal data in or in connection with any Material. I also waive any right to review and approve publication or other use of Material for the above-described purposes either in its original form or as edited by Hooray now and in the future. Herein granted right of Hooray to use Material does not constitute an obligation to make use of this right. Hooray hereby undertakes to process Child's personal data obtained in accordance with the above permission exclusively for purposes described in this Release Form and in line with its privacy policies and applicable privacy laws:

By sending the Content to you, I also certify and warrant that all Content created by myself have been, to the best of my knowledge, produced in compliance with applicable laws governing child labor in entertainment industry, including (if applicable) but not limited to obtaining from supervisory authority written consent to employ a minor and obligation to establish separate bank account for income from child engagement.

I agree to defend, indemnify and hold harmless Hooray from any and all liability, claim, action, damage, expense, and loss of any kind (including attorney's fees) caused by or arising out of or in relation to the use of any of the rights granted by myself herein. I also agree to indemnify Hooray from any and all liability, claim or action caused by or arising from and in connection to any breach of provisions of this Release Form and any violation of applicable law, including but not limited to applicable labor laws and right to publicity, from my side.

## PRIVACY ISSUES

I HEREBY GIVE MY EXPRESS CONSENT TO SHARE THE CONTENT IN ACCORDANCE WITH APPLICABLE PRIVACY LAWS WITH HOORAY FOR MARKETING AND RELATED PURPOSES, WHICH ALSO INCLUDES PROCESSING (E.G. POSTING) THE CONTENT ON HOORAY WEBSITES (E.G. HOORAY WEBSITE, FACEBOOK PAGE, INSTAGRAM, TWITTER, PINTEREST, HOORAY NEWSLETTER ETC.), INCLUDING SOCIAL MEDIA CHANNELS (E.G. FACEBOOK, INSTAGRAM ETC.).

I HEREBY GIVE MY EXPRESS CONSENT TO SHARE THE CONTENT IN ACCORDANCE WITH APPLICABLE PRIVACY LAWS WITH HOORAY BUSINESS PARTNERS FOR MARKETING AND RELATED PURPOSES, WHICH ALSO INCLUDES PROCESSING (E.G. POSTING) THE CONTENT ON HOORAY'S PARTNERS WEBSITES, INCLUDING SOCIAL MEDIA CHANNELS (E.G. FACEBOOK, INSTAGRAM ETC.).

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE HOORAY AND ITS ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) THE CONTENT; (ii) ANY CONDUCT OF ANY THIRD PARTY REGARDING THE CONTENT, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER CONTENT USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE CONTENT; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE HORRAY AND ITS ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID HOORAY, IF ANY, IN THE PAST SIX MONTHS FOR ITS SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE HOORAY AND ITS ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

June 23, 2023