

User Generated Content Terms of Use

Kidzify Inc. ("Kidzify") reaches out to social media users to seek their permission to feature our favorite content on our various sites, social channels, and various promotional materials. You are reading this because Kidzify has requested your permission to use your social media content in this way.

We love to see our customers posting about our product(s) on social media channels and on Kidzify websites (<https://Kidzify.ai> and others, hereinafter the "Site"). Because we would like to collect, organize, share, and otherwise use content created and/or otherwise supplied by you through various social media channels, through our Site, or through direct communication channels (e.g. email messaging), including, without limitation, any and all material, text, videos, photographs, information, other data submitted and/or opinions, product or service ratings or reviews, articles, written expressions, in any form or media, and/or any other works of authorship created by you and supplied to us ("User Content"), we have created these User Generated Content Terms of Use ("Terms of Use") to govern our use of your User Content.

You agree to these Terms of Use in relation to specific User Content (i) if you choose to allow us to use your User Content submitted through social media channels by replying with or using in your social media post or post description the hashtag #Kidzify, (ii) if you have received our product(s) as a gift from Kidzify and you choose to post User Content on social media, (iii) if you have posted a review, comment, or rating of our product(s) or ordering process on our Site either on your own initiative or by following the link in the order follow-up email or (iv) if you have submitted your User Content through direct communication channels and/or you have received our request for the right to use the User Content you had posted on social media platforms or as described above, and these Terms of Use have been brought to your attention in our direct communication with you, including email and social media messaging, and you have agreed to them by responding in any affirmative manner in your correspondence with us.

Please be advised that when User Content in part or in whole portrays or otherwise includes a minor, his/her likeness and/or his/her personal information, you by agreeing to these Terms of Use also agree to provisions set out in Release Form for a Minor below.

Kidzify engages a limited number of service providers to facilitate the collection and transmission to the Site social media channels, promotional materials, and other properties ("Kidzify Properties") of User Content, including photos, text, graphics, audio, video, location information, comments, and other materials from social media sites, for use by Kidzify in connection with its business, including Kidzify's product feature, marketing, promotional, advertising, and other consumer-related activities (the "Kidzify Services").

Kidzify reserves the right to alter these Terms of Use without advance notice by posting a revised Terms of Use. Accordingly, you should review the Terms of Use each time you grant permission or authorization to feature your User Content.

User Content License

You certify that you are at least 18 years of age.

You hereby grant to Kidzify and its related companies, agents, licensees, sublicensees, contractors, successors, legal representatives, assigns, and third-party service providers, and their respective retail partners, marketing or public relations agencies, and other affiliates (the "Licensed Parties") a worldwide, perpetual, irrevocable, royalty-free, fully-paid, non-exclusive, transferable, sublicensable right to use your User Content in any manner to be determined in the Licensed Parties' sole discretion, including

, but not limited to, on webpages and social media pages operated by the Licensed Parties, in promotional emails and advertisements, and in any and all other marketing, promotional, and advertising initiatives, including but not limited to promotions on social media platforms, television and radio advertisements, and in any media now or hereafter known. The Licensed Parties may use, display, reproduce, distribute, transmit, create derivative works from, combine with other materials, alter and/or edit your User Content in any manner in their sole discretion, with no obligation to you whatsoever.

You grant the Licensed Parties the right to use your username, real name, image, likeness, descriptions of you, location or other identifying information, including, but not limited to, your voice, in connection with any use of your User Content.

You hereby agree and represent and warrant that (i) you are solely responsible for your User Content, (ii) you own all rights in and to your User Content and/or have obtained appropriate rights and permissions from any and all other persons and/or entities who own, manage or otherwise claim any rights with respect to such User Content, (iii) you are not a minor, (iv) the Licensed Parties' use of your User Content as described herein will not violate the rights, including but not limited to copyright, trademark, patent, trade secret, privacy, publicity, moral, proprietary or other rights, of any third party, or any law, rule or regulation, and (v) the User Content is not libelous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, or offensive or otherwise unlawful.

You hereby release, discharge, and agree to hold the Licensed Parties, and any person acting on their behalf, harmless from any liability related in any way to the Licensed Parties' use of your User Content.

The User Content that you submit is deemed non-confidential, and the Licensed Parties have no obligation to maintain the confidentiality of any information, in whatever form, contained in any submission, except pursuant to the Licensed Parties' respective privacy policies. By using this Site or the Services, you are consenting to the Licensed Parties' collection of any personal information you provide for the Licensed Parties' use and disclosure in connection with the use of your User Content as described herein. If you do not agree to the collection, use, and disclosure of your personal information in this way, please do not use this Site or the Services or

otherwise provide the Licensed Parties with personal information. Your personal information may be transferred to servers located outside the country in which you live or to third parties in other countries so that they may process personal information on the Licensed Parties' behalf. By using the Site or the Services or otherwise providing the Licensed Parties with personal information, you agree to the foregoing collection, use, disclosure, transfer, and processing of your information in accordance with the terms of these Terms, the Privacy Policy, and applicable data protection laws and regulations.

The Licensed Parties reserve the right to remove any User Content from the Site and the Kidzify Properties. If you believe any content, including User Content, residing on the Site or on the Kidzify Properties or displayed or used in connection with the Kidzify Services infringes any person's or entity's copyright rights, please refer to info@Kidzify.ai.

These Terms of Use apply to the entire Site, the Kidzify Properties, and Kidzify Services and to your User Content unless otherwise provided. In addition, to the extent your User Content is displayed on the Site or on any of the Kidzify Properties or in connection with the Kidzify Services, you also will be subject to additional terms of use, agreements, guidelines, or rules provided by Kidzify applicable

to such Kidzify Services and User Content, including but not limited to those set forth on the Site, and you hereby agree to be bound by such additional terms of use or service, agreements, guidelines, instructions, or rules provided or posted by Kidzify (the "Kidzify Terms").

The Site, Kidzify Services, or Kidzify Properties may be protected by copyright, trademark, and other intellectual property laws. You acknowledge and agree that you do not acquire any ownership or other rights in proprietary information and materials of Kidzify by authorizing the use of your User Content or otherwise using or accessing the Site, the Kidzify Services, or the Kidzify Properties.

These Terms of Use are personal to you and may not be assigned or transferred by you for any reason whatsoever without Kidzify's prior written consent; and any action or conduct in violation of the foregoing shall be void and without effect.

You agree that if Kidzify does not exercise or enforce any legal right or remedy which is contained in these Terms of Use (or which Kidzify has the benefit of under any applicable law), this will not be taken to be a formal waiver of Kidzify's rights and that those rights or remedies will still be available to Kidzify.

If any court of law, having the jurisdiction to decide on this matter, rules that any provision of these Terms of Use is invalid, then that provision will be removed without affecting the rest of the Terms of Use. The remaining provisions of these Terms of Use will continue to be valid and enforceable.

CONTENT CONSENT AND RELEASE FORM

RIGHTS OF USE

I hereby represent and warrant that the content (photos, videos, texts, etc.) I have submitted to Kidzify, Inc., including its affiliates, subsidiaries, and related companies ("Kidzify" 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 granting, where permitted by law, Kidzify and its representatives a non-exclusive, transferrable, perpetual worldwide license (with the right to sublicense) to print, publish, broadcast, distribute, reproduce and use the Content on the Internet, in press releases, in newsletters 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 Kidzify 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 Kidzify. I agree that such Content will not contain material subject to copyright or other proprietary rights unless I have the necessary permission or are otherwise legally entitled to post the Content and to grant Kidzify 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 the processing of the 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 Kidzify 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 Kidzify and its products the Child's appearance, name, likeness and biographical data as included in the Content (hereinafter, "Material"). I further give permission to Kidzify to use the Child's name and any other personal data in or in connection with any Material. I also waive any right to review and approve the publication or other use of Material for the above-described purposes either in its original form or as edited by Kidzify now and in the future. The herein granted right of Kidzify to use Material does not constitute an obligation to make use of this right. Kidzify hereby undertakes to process the 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 has been, to the best of my knowledge, produced in compliance with applicable laws governing child

labor in the entertainment industry, including (if applicable) but not limited to obtaining from a supervisory authority, written consent to employ a minor and an obligation to establish a separate bank account for income from child engagement.

I agree to defend, indemnify and hold harmless Kidzify from any and all liability, claim, action, damage, expense, and losses 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 Kidzify from any and all liability, claim or action caused by or arising from and in connection with 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 KIDZIFY FOR MARKETING AND RELATED PURPOSES, WHICH ALSO INCLUDES PROCESSING (E.G. POSTING) THE CONTENT ON KIDZIFY WEBSITES (E.G. KIDZIFY WEBSITE, FACEBOOK PAGE, INSTAGRAM, TWITTER, PINTEREST, KIDZIFY 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 KIDZIFY BUSINESS PARTNERS FOR MARKETING AND RELATED PURPOSES, WHICH ALSO INCLUDES PROCESSING (E.G. POSTING) THE CONTENT ON KIDZIFY'S PARTNER WEBSITES, INCLUDING SOCIAL MEDIA CHANNELS (E.G. FACEBOOK, INSTAGRAM, ETC.).

Your California privacy rights

Under the California Consumer Privacy Act, California Civil Code Section 1798.100, if you are a resident of California you may contact us with regard to the following rights in relation to your personal data:

- Right of Access: You have a right to request access to the personal data we may hold on you for the past twelve (12) months. You may submit up to two (2) requests per year of access to your personal data.
- Right to Opt-In/Opt-Out of Sale of Personal Data: For individuals sixteen (16) years or older, you have the right to opt-out of the sale of personal data we may hold on you. If you wish to opt out from such use of your personal information, please follow instructions on our Do Not Sell My Information subsite or click "

Do Not Sell My Information" link on the bottom of the website. For individuals between thirteen (13) to sixteen (16) years old, you have the right to opt-in to the sale of personal data we may hold on you.

- Right to Deletion: You also have the right to ask us to delete personal data we may hold on you or restrict how it is used. There may be exceptions to the right to deletion for specific legal reasons which, if applicable, we will set out for you in response to your request.

- Right to Non-Discrimination: We will not discriminate against you for exercising any of your California Consumer Privacy Act rights.

If you want to make any of these requests, please contact info@kidzify.ai.com or by calling us on +1 305 610 6207 every weekday from 9 a.m. to 5 p.m. We will deal with requests for access to your personal data within forty-five (45) calendar days.

To help us respond as you expect, please specify that you are making a request under the California Consumer Privacy Act. We may need to request specific information from you to help us confirm your identity.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KIDZIFY 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 KIDZIFY AND ITS ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID KIDZIFY, 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 KIDZIFY 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 IN ITS ESSENTIAL PURPOSE.

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