

## ZURU TERMS OF USE

**ZURU Terms of Use and Conditions of Websites** The effective date of these Terms of Use ("Terms of Use") is May 25, 2018.

These are ZURU's Terms of Use. The Terms of Use apply to all ZURU owned websites (however accessed and/or used), whether via personal computers, mobile devices, or other technology ("Device") and other interactive features, applications or downloads that are operated by us that are available through these websites and contain this Privacy Policy (collectively "Website") produced and maintained by ZURU. By using the Website, you acknowledge that you've read and understood this privacy policy. ZURU includes any and all of their subsidiaries and affiliated companies and are referred to in this policy as "we", "our" or "us".

### 1) Agreement to Terms of Use

Please read carefully. By accessing our website, you are explicitly acknowledging that you have read and understood these terms of use and you are agreeing to be bound by them. If you do not agree to these terms of use, you are not authorized to use this website.

We reserve the right to change

We reserve the right to change these terms of use at any time. You are responsible for checking it periodically for changes. Your continued use of the website after we've made changes will mean that you agree to the changes.

Please also review this Website's [Privacy Policy](#), [Cookie Policy](#), [Kid's Privacy Policy](#) which set our data collection and usage practices.

### 2) Ownership

- **Website and Content.** All of the material featured or displayed on the Website including without limitation all text, graphics, photographs, images, moving images, sounds and illustrations ("Content") is owned by us, our licensors, or our suppliers. All elements of the Website, including without limitation the general design and the Content, are protected by trade dress, copyright, moral rights, trademark and other laws relating to intellectual property rights. Except as may be otherwise expressly indicated by us in specific documents posted on the Website, you are authorized to view, play, print and download Content for personal, informational, and noncommercial purposes only. You may not modify,

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- Trademarks. All of the trademarks, service marks, trade names and logos ("Marks") used on the Website belong to us or our vendors or licensors. You are prohibited from using the Marks in any way without our prior written consent.
- Notices. You will not remove any copyright, trademark or other proprietary notices from the Website or Content found on the Website.

### **3) Restrictions on Use**

We give you permission to use our Website so long as you do not:

- use the Content on the Website for any commercial purpose;
- use the Content or the Website for any illegal purpose;
- attempt to gain unauthorized access to any other user's computer systems or networks associated with the Website;
- modify or attempt to modify or in any way tamper with Website;
- use the Website or any of the Content on it in a way that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright, right of privacy or right of publicity; or
- interfere with or disrupt networks connected to the Website or violate the regulations, policies or procedures of such networks.

### **4) Competitions, Sweepstakes, Contests, and Promotions**

Any competitions, sweepstakes, contests or other promotions (any, a "Promotion") offered via the Website may be governed by a separate set of rules that may have eligibility requirements, such as certain age or geographic area restrictions, and terms and conditions governing the Promotion. By participating in a Promotion, you will be subject to those official rules, and you agree to comply with and abide by such rules and the decisions of the identified sponsor(s).

### **5) Collection of Personal Information From or Through Social Media Sites or Using Your Social Media Logon**

When you interact with any ZURU page or account on a social media platform, such as Facebook, Twitter, LinkedIn, YouTube, or Pinterest, we may collect the personal information that you make available to us on that page or account including your account ID or "handle." However, we will comply with the privacy policies of the corresponding social media platform and we will only collect and

store such personal information that we are permitted to collect by these social media platforms.

We use the information from one portion of our sites on other portions of sites in our network of sites or in reports and analysis, all of which are owned and operated by ZURU, and we may combine information gathered from multiple portions of the sites into a single customer record or analysis or report. We also use and/or combine information that we collect off-line or we collect or receive from third party sources (including through your Social Media Logon) to enhance, expand, and check the accuracy of your customer records.

## **6) Your Warranties**

You represent and warrant that: (i) you are at least the age of majority in your jurisdiction of residence and you have the legal right and capacity or if you are under the age of majority in your jurisdiction of residence, you have your parent's or legal guardian's consent to enter into these Terms of Use in your jurisdiction and to comply with these Terms of Use; (ii) all information you provide to ZURU is accurate and complete; (iii) you hold and will continue to hold all rights necessary to enter into and perform your obligations under these Terms of Use.

## **7) Termination**

We reserve the right to suspend or terminate your access to the Website if at any time we suspect your use may be unlawful, violate the rights of third parties or any of the terms of this Agreement.

## **8) Disclaimers**

**YOU ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS AND LIMITS ON LIABILITY SET OUT IN THIS TERMS OF USE REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND US AND ARE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN US. YOU AGREE THAT YOUR USE OF THE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES OF ANY KIND. WE EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES OF UNINTERRUPTED, TIMELY, SECURE, ACCURATE, OR ERROR-FREE USE OR OPERATION.**

**WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR: (A) ERRORS, MISTAKES, OR INACCURACIES OF THE WEBSITE; (B) ANY ACTS OR OMISSIONS OF USERS, OUR PARTNERS, ADVERTISERS OR OTHER PARTIES ON OR THROUGH THE WEBSITE; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF THE WEBSITE; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WEBSITE; (E) ANY INJURIES PHYSICAL OR EMOTIONAL TO YOU OR THIRD PARTIES**

**RELATED TO THE WEBSITE; (F) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE.**

**9) Limitation of Liability**

**TO THE FULLEST EXTENT PERMITTED BY LAW: IN NO EVENT WILL WE BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, RELIANCE, EXEMPLARY OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH (A) THIS AGREEMENT OR THE PRIVACY POLICY; (B) THE USE, DISCLOSURE, DISPLAY, OR MAINTENANCE OF YOUR INFORMATION, INCLUDING ANY PERSONAL INFORMATION; (C) THE WEBSITE; OR (D) ANY OF THE WEBSITE CONTENT. THE LIMITATIONS OF LIABILITY IN THIS SECTION SHALL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU AGREE THAT THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS TERMS OF USE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOUR SOLE AND EXCLUSIVE REMEDY FROM ANY USE OF, OR INABILITY TO USE, THE WEBSITE SHALL BE FOR YOU TO DISCONTINUE USE OF THE WEBSITE. IN ANY CASE, OUR AGGREGATE LIABILITY WILL NOT EXCEED TEN DOLLARS (\$10).**

**16) CONTACT US**

If you have any questions or concerns with these Terms of Use or the Website you may contact us by e-mail at [info@zuru.com](mailto:info@zuru.com).