

## **TERMS AND CONDITIONS**

**KIDZMATTER END USER LICENSE AGREEMENT IMPORTANT - PLEASE READ CAREFULLY:**

-----PLEASE NOTE-----

Downloadable media can only be used at one locale  
Downloadable media cannot be shared with other organizations

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## **USER SERVICE AGREEMENT**

By purchasing products and/or services from KidzMatter.com, user agrees to the following terms and conditions. Any modifications made by KidzMatter.com to these terms and conditions shall supersede and automatically replace previous versions of our terms and conditions.

KidzMatter.com, at its sole discretion, shall make a reasonable effort to notify user of modifications. Notifications may include, but are not necessarily limited to email, newsletter, U.S.P.S., posting on KidzMatter.com, etc. To access the most recent version of our User Service Agreement, visit us online at [www.KidzMatter.com](http://www.KidzMatter.com).

## **DESCRIPTION OF SERVICE**

KidzMatter.com provides the following products and/or services:

Access to a searchable database of video clips, MP3 music, games, lessons, etc. available for immediate purchase and downloading to the user's computer.

Access to third party products and/or services available for online and/or offline purchase.

Access to third party advertisements of products and/or services available for online and/or offline purchase.

User understands that these products and/or services are offered in a dynamic environment and are, therefore, subject to change without notice. Access to some or all of the products and/or services offered on KidzMatter.com is available through username and password login and requires completion of our online registration prior to purchasing.

## **USER OBLIGATIONS**

User represents he/she is of legal age to form a binding contract and is not a person barred from receiving services under the laws of the United States or other applicable jurisdiction.

User must have access to the internet from a personal computer for downloading media files. User agrees not to have more than two copies of the same media file, one for ongoing usage and the other for archival purposes. User agrees not to share with or transfer ownership to any third party outside its local organization, regardless of affiliation.

User understands that media downloaded from KidzMatter.com include, unless otherwise noted, public performance licensing only, and may not be used, in whole or in part, as radio, television, cable, print, or internet content without the express written permission of the person or entity controlling content copyrights. All persons or entities controlling content copyrights reserve the right to license their works for public performance, radio, television, cable, print, or internet content. User understands that a fee for licensing may be charged and will be clearly disclosed prior to purchasing. Unless prohibited by law, any modifications to licensing will only affect future purchases and will not be retroactive.

User may not resell, giveaway, reproduce or redistribute in any way products and/or services received from KidzMatter.com. Should user be interested in forming a marketing/selling affiliation, send a request to [info@KidzMatter.com](mailto:info@KidzMatter.com) for review and consideration.

User agrees to provide true, accurate, current and complete personal information as requested in our registration form. User further agrees to maintain and to promptly update personal information to keep it true, accurate, current and complete.

Should user provide any information that is untrue, inaccurate, not current or incomplete, or KidzMatter.com has reasonable grounds to suspect that such information is untrue, inaccurate, not current or not complete, KidzMatter.com has the right to suspend or to terminate user's account and to refuse any current or future use of our services.

User acknowledges, consents to and agrees that KidzMatter.com may access, preserve, and disclose user information and content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary: to comply with legal processes; to enforce this User Service Agreement; to respond to claims that any content violates the rights of KidzMatter and/or any affiliated third party; to respond to user requests for customer service; or to protect the rights, property, or personal safety of KidzMatter.com, our officers, employees, users, any affiliated third party, and/or the general public.

## USER CONDUCT

User agrees to not use KidzMatter.com to:

Upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

Harm minors in any way;

Impersonate any person or entity, including, but not limited to, a KidzMatter.com officer, employee, or affiliated third party;

Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the KidzMatter.com;

Upload, post, email, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or

under nondisclosure agreements);

Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights ("Rights") of any party;

Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;

Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

Interfere with or disrupt the KidzMatter.com servers or networks connected to the KidzMatter.com, or disobey any requirements, procedures, policies or regulations of networks connected to KidzMatter.com;

Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;

Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;

"Stalk" or otherwise harass another; or

Collect or store personal data about other users.

## INTERNATIONAL USERS

Due to the global nature of the Internet, user agrees to comply with all local rules, regulations and policies regarding online conduct and acceptable content. Specifically, user agrees to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which user resides.

## INCLUSION OF SUBMITTED CONTENT

Without compensation to the user, user agrees to allow KidzMatter.com, at its sole discretion, to archive, reproduce in whole or in part, any comments, suggestions, testimonials, etc. sent to KidzMatter.com that could improve the overall performance of our products and/or services. Areas of performance include, but are not necessarily limited to, customer service, marketing, sales, forecasting of future product or service offerings, etc.

## INDEMNITY

User agrees to indemnify and to hold harmless KidzMatter.com, its officers, employees, and any affiliated third party from any claim or demand, including reasonable attorneys' fees, made by any third

party due to or arising out of content user submitted, posted, transmitted or made available through KidzMatter.com; improper usage of our products and/or services; user's breach of this User Service Agreement; or user's violation of any rights of another.

### THIRD PARTY RELATIONSHIPS

User correspondence or business dealings with, or participation in promotions of, any third party found on or through KidzMatter.com, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such third party. User agrees that KidzMatter.com shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties on KidzMatter.com.

### EXTERNAL LINKS

User understands that KidzMatter.com does not control content or accessibility to links outside of its domain. User agrees that KidzMatter.com shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### TRADEMARKS, ETC.

User agrees to abide by laws governing trademarks, service marks, copyrights, intellectual rights, proprietary rights, and licensing requirements for usage of KidzMatter.com products and/or services or its affiliated third parties.

### USER LIABILITY AND WARRANTY DISCLAIMER

User understands and agrees that KidzMatter.com products and/or services are used at user's sole risk and are provided "as is" and "as available." We disclaim any warranty that our products and/or services will meet user's requirements; will be uninterrupted, timely, secure, error free, accurate or reliable; or will meet the user's expectations.

User further understands that he/she is fully responsible for any damages or loss of data to user's computer that may occur by using KidzMatter.com products and/or services.

No information, advice, suggestions, etc., whether written or oral, that the user receives from KidzMatter.com shall create any warranty of products and/or services not expressed in this User Service Agreement, third party warranties excluded.

At the sole discretion of KidzMatter.com, compensation for unsatisfactory KidzMatter.com products and/or services shall be limited to an equal product and/or service replacement or a refund for the purchase amount of the product and/or service in question.

User agrees to destroy any digital copies of a KidzMatter.com product and/or service and to return to KidzMatter.com any tangible items received for which KidzMatter.com has issued a refund.

### JURISDICTION

In the event of any dispute arising between the User and KidzMatter.com, the Jurisdiction for said dispute shall be Grant County and of the State of the Indiana.