

# Terms of Use

## Last Update: February 2, 2020

SayKid is owned and operated by EduCharacter, LLC (“SayKid”, “our”, or “we”). SayKid is a voice technology company that is passionate about helping adults, together with the children that they support, to learn in a safe, natural, and engaging way.

Please read these Terms of Use (the “Terms”) carefully. By accessing or using the SayKid website located at [www.saykid.com](http://www.saykid.com) (the “Site”) including all webpages, as well as all products and services that we offer now or in the future, including but not limited to all services provided by SayKid through the Amazon Alexa Skills platform (the “Experiences”) or our interactive device (the “Device”), you agree to be bound by the Terms described herein, and accept all terms, policies, protocols, and guidelines provided by reference. The Site, Experiences, and Device shall be referred to as, the “Platform”. If you disagree with any part of the Terms, you are not permitted to access the Platform.

### **1. Intellectual Property**

Unless otherwise indicated, the Platform, and all associated content and intellectual property, including, without limitation, software, all designs related to physical or digital products, logos, trademarks, service marks, text, graphics, images, information, data, media files, and other files (collectively, the “Intellectual Property”) are the property of SayKid, its licensors, or its customers and are protected by U.S. and international copyright laws. You may not transfer, modify, or reproduce any part of the Platform, or disclose confidential information pertaining to, the Platform. These Terms do not

transfer or convey any rights of ownership in or related to SayKid, the Platform, or the Intellectual Property owned by SayKid to you. No material from SayKid may be copied, distributed, posted, reproduced, republished, uploaded, or transmitted, without the expressed permission of SayKid in writing. You agree not to modify, create derivative works or use the Platform to create a competing product, decompile, redistribute, reverse-engineer, commercialize, or integrate with any other website, application, or networked computer environment. You agree that SayKid retains full and complete right, title, and interest in and to the Platform and all Intellectual Property relating thereto.

## **2. User Content**

To the extent that SayKid gives you access to the Platform, you hereby grant to SayKid a limited, non-exclusive, sublicensable, worldwide, royalty-free, and transferable (only to a successor) right and license to (a) use the information, data, content, and other materials provided by you to SayKid (“User Content”) solely for purposes of furnishing the Experiences provided by SayKid and in accordance with our Privacy Policy; (b) use, copy, store, distribute, publicly perform and display, modify, and create derivative works as necessary to provide, improve and make SayKid available to you and other users, including through any future media in which SayKid may be distributed, (c) use and disclose metrics and analytics regarding the SayKid User Content in an aggregate or other non-personally identifiable manner (including, for use in improving our service or in marketing and business development purposes), (d) use any de-identified User Content for product development, research or other purpose; and (e) use for other purposes permitted by the SayKid Privacy Policy. You also warrant to SayKid that you will not use SayKid for any purpose that is unlawful, prohibited by any applicable regulation, or are otherwise inconsistent with our Terms. You are solely responsible for obtaining all rights, permissions, and authorizations to provide User Content to us.

### **3. Feedback**

If you provide SayKid with any feature requests, comments, suggestions or other feedback ("Feedback"), you hereby: (a) agree that such Feedback is provided on a non-proprietary and non-confidential basis, and (b) grant us a perpetual, non-exclusive, worldwide, fully paid-up, irrevocable license, with the right to sublicense through multiple levels of sublicensees, to incorporate, disclose, and use the Feedback without limitation.

### **4. Restrictions**

By accessing our Platform, SayKid grants you a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the Platform. Such license is subject to these Terms and does not include or authorize: (a) any resale or commercial (i.e., non-personal) use of the Platform or the Intellectual Property therein; (b) the distribution or public display of any Intellectual Property; (c) modifying or otherwise making any derivative uses of the Platform or Intellectual Property; (d) use of automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Platform; (e) downloading of any portion of the Platform, the Intellectual Property or any information contained therein, except as expressly permitted; (f) any attempt to gain unauthorized access to SayKid's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Platform; or (g) collection or harvesting of any personally identifiable information from the Platform; (h) use the Platform for any commercial solicitation purposes; (i) use of any portion of the Platform as a destination linked from any unsolicited bulk messages or unsolicited commercial messages; (j) any use of the Platform or the Intellectual Property other than for their

intended purpose; (k) copying, modifying, creating a derivative work of, reverse engineering, decompiling or otherwise attempting to extract the source code of any software or any part thereof, unless expressly permitted or required by law, or unless you have been specifically told that you may do so by SayKid, in writing. Any use of the Platform or the Intellectual Property other than as specifically authorized herein, without the prior written permission of SayKid, is strictly prohibited and will terminate the license granted herein. Such unauthorized use may also violate applicable laws including without limitation copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to Intellectual Property rights. SayKid reserves the right to revoke this limited license at any time.

## **5. User Accounts**

The Site gives users the option to register an account. When you create an account, you warrant and attest that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with SayKid or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account. We reserve the right to refuse service, terminate accounts, remove or edit content at our sole discretion.

## **6. Consent to Receive Email**

By providing your email address during the account registration process, you agree to receive SayKid's email communications including but not limited to user reporting. The parties hereto may give legal notice by means of electronic mail, which electronic mail shall be considered delivered when sent. You also agree, unless you opt out, to receive other communication that SayKid may distribute in the future.

## **7. Third-Party Products and Services**

SayKid or its customers may provide third-party content or information relating to third-party products or services (collectively, the "Third-Party Products and/or Services"), such as Third-Party Products and/or Services from SayKids's partners and affiliates, as a service to those interested. SayKid does not monitor or have any control over such Third-Party Products and/or Services. To this end, SayKid makes no guarantee, representation, or warranty of any kinds as to the completeness, quality, reliability, responsiveness, accuracy, or value of any such Third-Party Products and/or Services, or the results obtained therefrom, and SayKid assumes no responsibility or liability for any Third-Party Products and/or Services.

## **8. Disclaimers**

Your use of the Platform is at your sole risk. The Platform is provided on an "AS IS" and "AS AVAILABLE" basis and are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance. SayKid, its subsidiaries, affiliates, and its licensors do not warrant that: (a) the Platform will function uninterrupted, secure or available at any particular time or location; (b) any errors or

defects will be corrected; (c) the Platform is free of viruses or other harmful components; or (d) the results of using the Platform will meet your requirements. SayKid assumes no responsibility for any errors or omissions on the Experiences, any failures, delays or interruptions in accessibility, any losses or damages arising from the use of SayKid, any conduct by other SayKid users, or unauthorized access to or use of the Platform. SayKid reserves the right to change or delete any and all content on any Platform at any time without notice.

## **9. Digital Millennium Copyright Act**

If you believe that materials hosted by SayKid infringe your copyright, you (or your agent) may notice requesting that the materials be removed. Notice must be provided in writing and must include the following information:

1. A signature of the person authorized to act on behalf of the owner of the copyright interest;
2. Identification of the copyrighted work that you claim has been infringed
3. The location of the work you claim is infringing (e.g., URL) or enough detail that we may find it;
4. Your name, address, telephone number, and e-mail address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement, made under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notices should be sent to:

SayKid

4833 Island View Dr.  
Mound, MN 55364  
[maria@saykid.com](mailto:maria@saykid.com)

## **10. Limited Liability**

You understand and agree that SayKid or any of its affiliates, contractors, service providers, or consultants, or any of their respective directors, employees, or agents, will not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of products, use, data, or intangible losses, arising out of, or related to the use of the Platform, including but not limited to damages, loss, or injury caused by, or resulting from use of the Platform, reliance on any information obtained from SayKid, or mistakes, omissions, interruptions, deletion of files, errors, defects, viruses, delays in operation, or transmission, or any failure of performance, whether or not resulting from Acts of God, communications failure, theft, destruction, or unauthorized access to SayKid's records, programs, or Platform.

You understand and agree that your use of the Platform is predicated upon your waiver of any right to sue SayKid or its affiliates, contractors, service providers, or consultants, any of their respective directors, employees, or agents, directly or to participate in a class action suite for any losses or damages resulting from your use of the Platform. If you reside in California, you waive California Code Section 1542, which says, "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." Certain state jurisdiction does not allow limitations on implied warranties or the exclusion or limitation of certain

damages. If these laws apply to you, some or all of the above disclaimers, exclusions, or limitations may not apply to you, and you may have additional rights.

## **11. Indemnification**

By using our Platform, you agree to defend, indemnify and hold harmless SayKid and its affiliates, contractors, service providers, or consultants, or any of their respective directors, employees, or agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of (a) your use and access of the Platform, by you or any person using your account and password, or (b) a breach of these Terms or applicable laws. You will cooperate fully and reasonably as required by SayKid in the defense of any claim.

## **12. Compliance with Laws**

You represent and warrant that your use of the Platform shall comply with all local, state and federal laws. This Agreement shall be governed by and construed accordance with the laws of the state of Minnesota, without giving effect to any principles of conflicts of law. By using the Platform, you agree to submit to the exclusive jurisdiction of the courts of the state of Minnesota. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions, and such provisions shall be deemed modified so that its purpose can be lawfully effectuated and enforced. This is the entire agreement between the parties relating to the subject matter herein. SayKid reserves the right, at its sole discretion, to

change, modify, add or delete portions of the Terms at any time. You are advised to check the Terms periodically.

### **13. Termination**

This agreement shall continue until such time as either party terminates. We may terminate or suspend your account and terminate access to the Platform immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms. If you wish to terminate your account, you may terminate without cause by sending written notice as provided herein. All provisions of the Terms which by their nature should survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability