

tiny turtles®

- **Website Terms of Use** **page 1**
- **DMCA Notice** **page 10**
- **Privacy Policy** **page 11**

TINY TURTLES (“COMPANY”)

WEBSITE TERMS OF USE

ATTENTION: PLEASE READ THESE WEBSITE TERMS OF USE ("TERMS OF USE") CAREFULLY BEFORE USING THIS WEBSITE. BY USING OR ACCESSING THIS WEBSITE, YOU ACKNOWLEDGE THAT YOU: HAVE READ AND UNDERSTOOD THE TERMS OF USE; THE RELATED PRIVACY POLICY; ARE AT LEAST EIGHTEEN (18) YEARS OLD AND HAVE THE LEGAL AUTHORITY TO ACCEPT THE TERMS OF USE; AND AGREE TO BE LEGALLY BOUND BY THE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE AND THE RELATED PRIVACY POLICY, DO NOT USE THIS WEBSITE. THIS IS A LEGALLY BINDING AGREEMENT. YOU SHOULD REVIEW THESE TERMS OF USE PERIODICALLY AS THEY MAY BE REVISED FROM TIME TO TIME.

1. ALL MATERIAL ON COMPANY WEBSITE(S), INCLUDING, BUT NOT LIMITED TO, TEXT, DATA, GRAPHICS, LOGOS, BUTTON ICONS, IMAGES, AUDIO CLIPS, VIDEO CLIPS, LINKS, DIGITAL DOWNLOADS, DATA COMPILATIONS, AND SOFTWARE IS OWNED, CONTROLLED BY, OR LICENSED TO COMPANY AND IS PROTECTED BY COPYRIGHT, TRADEMARK, AND OTHER INTELLECTUAL PROPERTY RIGHTS. MATERIAL ON COMPANY WEBSITE(S) IS MADE AVAILABLE SOLELY FOR YOUR PERSONAL, NON-COMMERCIAL USE AND MAY NOT BE COPIED, REPRODUCED, REPUBLISHED, MODIFIED, UPLOADED, POSTED, TRANSMITTED, OR DISTRIBUTED IN ANY WAY, INCLUDING BY E-MAIL OR OTHER ELECTRONIC MEANS, WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF COMPANY IN EACH INSTANCE. YOU MAY DOWNLOAD MATERIAL INTENTIONALLY MADE AVAILABLE FOR DOWNLOADING FROM COMPANY WEBSITE(S) FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY, PROVIDED THAT YOU KEEP INTACT ANY AND ALL COPYRIGHT AND OTHER PROPRIETARY

NOTICES THAT MAY APPEAR ON SUCH MATERIALS. COMPANY WEBSITE(S), INCLUDING ANY CONTENT OR INFORMATION CONTAINED WITHIN COMPANY WEBSITE(S) OR ANY COMPANY-RELATED SERVICE, IS PROVIDED “AS IS”, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, COMPANY WEBSITE(S) AND COMPANY’S AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

2. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES AND AGENTS DISCLAIM ANY AND ALL WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF ANY COMPANY SERVICE INCLUDING WITHOUT LIMITATION COMPANY WEBSITE(S) WHETHER CURRENTLY OFFERED OR MADE AVAILABLE, OR OFFERED OR MADE AVAILABLE IN THE FUTURE. COMPANY IS UNDER NO OBLIGATION TO OFFER OR CONTINUE TO OFFER ANY COMPANY OR OTHERWISE WEBSITE SERVICES OR ANY PART THEREOF WHATSOEVER, AND MAY, WITHOUT LIABILITY OR OBLIGATION, DISCONTINUE ANY COMPANY WEBSITE SERVICE OR ANY PART THEREOF AT ANY TIME.

3. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR ANY INFORMATION, ADVICE OR MATERIALS OBTAINED OR PERCEIVED THROUGH COMPANY WEBSITE(S). NO OPINION, ADVICE OR STATEMENT OF COMPANY OR ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES, AGENTS, MEMBERS, USERS OR VISITORS, WHETHER MADE ON COMPANY WEBSITE(S) OR OTHERWISE, SHALL CREATE OR GIVE RISE TO ANY WARRANTY.

4. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES AND AGENTS DISCLAIM ANY AND ALL WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON COMPANY WEBSITE(S) OR RECEIVED BY YOU THROUGH ANY LINKS APPEARING ANYWHERE ON COMPANY WEBSITE(S), WHETHER SUCH LINKS ARE AUTHORIZED OR NOT, AS WELL AS FOR ANY INFORMATION, ADVICE OR MATERIALS RECEIVED OR PERCEIVED THROUGH ANY LINKS PROVIDED ANYWHERE ON COMPANY WEBSITE(S).

5. COMPANY AND ITS AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS, SPONSORS, REPRESENTATIVES AND AGENTS DO NOT WARRANT OR REPRESENT THAT YOUR USE OF OR PARTICIPATION IN OR MATERIALS POSTED AND/OR OFFERED ON COMPANY WEBSITE(S) WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT COMPANY WEBSITE(S) OR THE SERVER(S) ON WHICH COMPANY WEBSITE(S) IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED TO ACCESS AND USE COMPANY WEBSITE(S), AND ALL CHARGES RELATED THERETO. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF, PARTICIPATION IN AND MATERIALS POSTED AND/OR OFFERED ON COMPANY WEBSITE(S) AND ANY SERVICE AND YOUR RELIANCE THEREON. YOU UNDERSTAND AND AGREE THAT YOU USE, DOWNLOAD, UPLOAD OR OTHERWISE OBTAIN OR PERCEIVE MATERIAL, INFORMATION OR DATA THROUGH THE USE OF COMPANY WEBSITE(S) AT YOUR OWN DISCRETION AND SOLE RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR UPLOAD OF SUCH MATERIAL, INFORMATION OR DATA.

6. NEITHER COMPANY NOR ANY OF COMPANY'S AFFILIATES, LICENSORS, SUB-LICENSEES, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR COMPANY'S DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES (TOGETHER, FOR PURPOSES HEREIN, "COMPANY"), ARE RESPONSIBLE OR LIABLE FOR ANY

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO USE OR MISUSE OF OR RELIANCE ON COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR PART THEREOF OR ANY LINKED COMPANY WEBSITE(S), EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IN NO EVENT SHALL COMPANY'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU, IF APPLICABLE, TO ACCESS COMPANY WEBSITE(S) OR USE OR PURCHASE ANY MATERIAL POSTED OR OFFERED ON COMPANY WEBSITE(S). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND/OR RELIANCE ON COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR ANY PART THEREOF, FROM INABILITY TO USE COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR ANY PART THEREOF, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR ANY PART THEREOF (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). THIS LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON COMPANY WEBSITE(S) OR RECEIVED THROUGH ANY LINKS PROVIDED AT, IN OR THROUGH COMPANY WEBSITE(S), AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED ON COMPANY WEBSITE(S) OR RECEIVED THROUGH ANY LINKS PROVIDED ON COMPANY WEBSITE(S) OR ANY COMPANY SERVICE. THIS LIMITATION SHALL ALSO APPLY, WITHOUT LIMITATION, TO THE COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS, AND LOST DATA. SUCH LIMITATION SHALL FURTHER APPLY WITH RESPECT TO THE PERFORMANCE OR NONPERFORMANCE OF COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR ANY INFORMATION OR MERCHANDISE THAT APPEARS ON, OR IS LINKED OR RELATED IN ANY WAY TO, COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR ANY PART THEREOF. SUCH LIMITATION SHALL APPLY

NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW.

7. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. PROVIDED, HOWEVER, THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW YOU HEREBY WAIVE THE PROVISIONS OF ANY STATE LAW LIMITING OR PROHIBITING SUCH EXCLUSIONS OR LIMITATIONS.

8. WITHOUT LIMITING THE FOREGOING, UNDER NO CIRCUMSTANCES SHALL COMPANY BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, EPIDEMIC, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, NON-PERFORMANCE OF THIRD PARTIES, OR LOSS OF OR FLUCTUATIONS IN HEAT, LIGHT, OR AIR CONDITIONING OR ANY OTHER FORCE MAJEURE EVENT.

9. COMPANY MAKES NO REPRESENTATION THAT PRODUCTS OR SERVICES AVAILABLE ON OR THROUGH COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR PART THEREOF ARE APPROPRIATE FOR USE IN OTHER LOCATIONS OTHER THAN THE UNITED STATES. USERS WHO CHOOSE TO ACCESS COMPANY WEBSITE(S) OR ANY COMPANY SERVICE OR ANY PART THEREOF FROM OTHER LOCATIONS DO SO ON THEIR OWN INITIATIVE AND AT THEIR OWN RISK, AND ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAWS, IF AND TO THE EXTENT LOCAL LAWS ARE APPLICABLE.

10. ANY AND ALL PRODUCTS OR SERVICES MADE AVAILABLE THROUGH COMPANY WEBSITE(S) ARE FURTHER SUBJECT TO UNITED STATES EXPORT CONTROLS. YOU AGREE TO COMPLY WITH ALL APPLICABLE LAWS REGARDING THE TRANSMISSION OF TECHNICAL DATA EXPORTED FROM THE UNITED STATES OR THE COUNTRY IN WHICH YOU RESIDE. NO SUCH PRODUCTS MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED (I) INTO (OR TO A NATIONAL OR RESIDENT OF) (i) ANY COUNTRY OR MUNICIPALITY OR OTHERWISE TO WHICH THE U.S. HAS EMBARGOED GOODS; OR (ii) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S TABLE OF DENY ORDERS. BY DOWNLOADING ANY PRODUCT OR USING ANY SERVICE AVAILABLE THROUGH COMPANY, YOU REPRESENT AND WARRANT THAT YOU ARE NOT LOCATED IN, UNDER THE CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST. COMPANY RESERVES THE RIGHT TO LIMIT THE AVAILABILITY OF COMPANY WEBSITE(S) AND/OR ANY SERVICE OR PRODUCT DESCRIBED THEREON TO ANY PERSON, GEOGRAPHIC AREA OR JURISDICTION, AT ANY TIME AND IN OUR SOLE DISCRETION, AND TO LIMIT THE QUANTITIES OF ANY SUCH SERVICE OR PRODUCT THAT COMPANY PROVIDES ON OR THROUGH COMPANY WEBSITE(S).

11. WITHOUT IN ANY WAY LIMITING ANY OTHER PROVISIONS OF THIS AGREEMENT, COMPANY MAKES NO REPRESENTATIONS WHATSOEVER ABOUT ANY OTHER WEBSITE THAT YOU MAY ACCESS THROUGH COMPANY WEBSITE(S). WHEN YOU ACCESS ANOTHER WEBSITE, YOU UNDERSTAND THAT IT IS ENTIRELY INDEPENDENT FROM COMPANY WEBSITE(S), AND THAT COMPANY HAS NO CONTROL OVER THE CONTENT OF SUCH WEBSITE NOR OF ITS POLICIES. IN ADDITION, A HYPERLINK TO ANOTHER WEBSITE DOES NOT MEAN THAT COMPANY ENDORSES OR ACCEPTS ANY RESPONSIBILITY FOR THE CONTENT, USE OR POLICIES OF THE LINKED WEBSITE OR THAT THE POLICIES OF THAT WEBSITE ARE CONSISTENT WITH OUR POLICIES OR THE TERMS AND CONDITIONS OF THIS AGREEMENT. COMPANY STRONGLY ENCOURAGES YOU TO BECOME

FAMILIAR WITH THE TERMS OF USE AND PRACTICES OF ANY LINKED NON-COMPANY WEBSITE(S). FURTHER, IT IS UP TO YOU TO TAKE PRECAUTIONS TO ENSURE THAT WHATEVER LINKS YOU SELECT OR SOFTWARE YOU DOWNLOAD, FROM ANY OTHER SITE WHATEVER, IS FREE OF ANY CORRUPTIBLE OR DESTRUCTIVE OR ILLEGAL MATERIAL, SUCH AS BUT NOT LIMITED TO VIRUSES, WORMS, TROJAN HORSES, DEFECTS, DATE BOMBS, TIME BOMBS AND OTHER ITEMS OF A DESTRUCTIVE NATURE.

12. YOU WARRANT AND REPRESENT THAT ANY AND ALL MATERIAL INCLUDED, PRESENTED, OFFERED FOR SALE OR OTHERWISE, DISPLAYED, PUBLICLY PERFORMED OR OTHERWISE ON COMPANY WEBSITE(S) SHALL NOT BE USED BY YOU FOR ANY AND ALL COPYRIGHT INFRINGING ACTIVITIES, INCLUDING WITHOUT LIMITATION REPRODUCTION AND FURTHER DISTRIBUTION, NOT ALLOWED UNDER THE UNITED STATES COPYRIGHT LAW 17 U.S.C. SECTION 101 ET SEQ. OR ANY OTHER ACTIVITIES, RELATED TO INTELLECTUAL PROPERTY OR OTHERWISE, THAT INFRINGE ON COMPANY, COMPANY'S LICENSEES, COMPANY'S ARTISTS, COMPANY'S SUCCESSORS OR COMPANY'S AFFILIATES, OR ANY OTHER THIRD PARTIES, AND SUCH INFRINGEMENT SHOULD IT OCCUR SHALL BE PROSECUTED WITHIN THE FULL EXTENT OF THE THEN-CURRENT LAW. YOU HEREBY INDEMNIFY COMPANY, COMPANY'S SUCCESSORS, IKES'S LICENSEES, COMPANY'S ASSIGNEES AND COMPANY'S AFFILIATES FROM ANY AND ALL LAWSUITS, CLAIMS, LOSSES AND ANY AND ALL DAMAGES THAT MAY OCCUR AS A RESULT OF YOUR BREACH OF THIS WARRANTY AND PRESENTATION.

13. YOU GRANT COMPANY A NONEXCLUSIVE, IRREVOCABLE, WORLDWIDE, PERPETUAL, UNLIMITED, ASSIGNABLE, SUBLICENSEABLE, FULLY PAID UP AND ROYALTY-FREE RIGHT TO US TO COPY, PREPARE DERIVATIVE WORKS OF, IMPROVE, DISTRIBUTE, PUBLISH, REMOVE, RETAIN, ADD, PROCESS, ANALYZE, USE AND COMMERCIALIZE, IN ANY WAY NOW KNOWN OR IN THE FUTURE DISCOVERED, ANY INFORMATION YOU PROVIDE, DIRECTLY OR INDIRECTLY TO

COMPANY, INCLUDING, BUT NOT LIMITED TO, ANY USER GENERATED CONTENT, IDEAS, CONCEPTS, TECHNIQUES OR DATA TO THE SERVICES, YOU SUBMIT TO COMPANY, WITHOUT ANY FURTHER CONSENT, NOTICE AND/OR COMPENSATION TO YOU OR TO ANY THIRD PARTIES.

14. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE COMPANY WEBSITE(S), THE COMPANY WEBSITE(S) CONTENT AND THE SERVICES PROVIDED THROUGH THE COMPANY WEBSITE(S) ARE VALUABLE BENEFITS THAT YOU RECEIVE BY AGREEING TO AND COMPLYING WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

15. WE DO NOT ASK FOR NOR DO WE WISH TO RECEIVE ANY CONFIDENTIAL, SECRET OR PROPRIETARY INFORMATION OR OTHER MATERIAL FROM YOU THROUGH THE COMPANY WEBSITE(S), BY EMAIL OR IN ANY OTHER WAY. IF YOU POST, UPLOAD, TRANSMIT OR SUBMIT ANY MATERIALS, CONTENT (INCLUDING, FOR EXAMPLE, ANY PHOTORAPHS), INFORMATION OR IDEAS TO COMPANY (“YOUR CONTENT”), (i) YOU REPRESENT AND WARRANT THAT YOUR CONTENT IS ORIGINAL TO YOU, THAT NO OTHER PARTY HAS ANY RIGHTS THERETO, AND THAT ANY “MORAL RIGHTS” IN YOUR CONTENT HAVE BEEN WAIVED, AND (ii) YOU GRANT TO COMPANY A NON-EXCLUSIVE, FULLY-PAID, ROYALTY-FREE, UNRESTRICTED, PERPETUAL, IRREVOCABLE, FULLY TRANSFERABLE, ASSIGNABLE AND SUBLICENSABLE, AND WORLDWIDE LICENSE IN ALL CURRENT AND FUTURE MEDIA TO REPRODUCE, MODIFY, ADAPT, PUBLISH, PUBLICLY PERFORM AND DISPLAY, DISTRIBUTE, SUBLICENSE, CREATE DERVATIVE WORKS, SELL, AND OTHERWISE USE YOUR CONTENT FOR ANY PURPOSES COMPANY CHOOSES, COMMERCIAL OR OTHERWISE, IN ITS SOLE DISCRETION, WITHOUT ANY COMPENSATION TO YOU AND IN ACCORDANCE WITH OUR PRIVACY POLICY. WE CANNOT AND WILL NOT BE RESPONSIBLE FOR MAINTAINING YOUR CONTENT THAT YOU PROVIDE TO COMPANY, AND WE MAY DELETE OR DESTROY YOUR CONTENT AT ANY TIME.

16. DURING THE COURSE OF YOUR USE OF THE COMPANY WEBSITE(S), YOU MAY BE ASKED TO PROVIDE CERTAIN PERSONALIZED INFORMATION TO COMPANY (SUCH INFORMATION REFERRED TO HEREIN AS “USER INFORMATION”). OUR INFORMATION COLLECTION AND USE POLICIES WITH RESPECT TO THE PRIVACY OF SUCH USER INFORMATION ARE SET FORTH IN THE COMPANY PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR THE ACCURACY AND CONTENT OF USER INFORMATION AND YOU AGREE TO KEEP IT UP TO DATE.

17. THIS DISCLAIMER AND TERMS OF USE DOCUMENT IS AN AGREEMENT BETWEEN COMPANY AND YOU WHEN YOU USE COMPANY WEBSITE(S) IN ANY WAY AND IS ENTERED INTO IN THE UNITED STATES OF AMERICA AND IN THE COMMONWEALTH OF PENNSYLVANIA AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE UNITED STATES OF AMERICA AND THE COMMONWEALTH OF PENNSYLVANIA, EXCLUSIVE OF ITS CHOICE OF LAW RULES. EACH PARTY TO THIS AGREEMENT SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE UNITED STATES OF AMERICA AND/OR THE COMMONWEALTH AND FEDERAL COURTS SITTING IN THE COMMONWEALTH OF PENNSYLVANIA, AND YOU WAIVE ANY JURISDICTIONAL, VENUE, OR INCONVENIENT FORUM OBJECTIONS TO SUCH COURTS. IN THE EVENT THAT ANY OF THE PROVISIONS OF THIS AGREEMENT ARE HELD BY A COURT OR OTHER TRIBUNAL OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, SUCH PROVISIONS SHALL BE LIMITED OR ELIMINATED TO THE MINIMUM EXTENT NECESSARY SO THAT THIS AGREEMENT SHALL OTHERWISE REMAIN IN FULL FORCE AND EFFECT.

TINY TURTLES (“COMPANY”)

DMCA NOTICE GUIDELINES FOR COMPANY SITES (the “Site(s)”)

COMPANY respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998, the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, COMPANY will respond expeditiously to claims of copyright infringement committed using the Site(s) and/or COMPANY services if such claims are reported to COMPANY’s Designated Copyright Agent identified in the sample notice below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report alleged copyright infringements taking place on or through the Site(s) by completing the following DMCA Notice of Alleged Infringement and delivering it to COMPANY’s Designated Copyright Agent. Upon receipt of Notice as described below, COMPANY will take whatever action, in its sole discretion, it deems appropriate, including removal of the challenged content from the Site(s).

1. Identify the copyrighted work that you claim has been infringed. Or, if multiple copyrighted works are covered by this Notice, you may provide a representative list of the copyrighted works for which you are claiming infringement.

2. Identify the material or link that you claim is infringing or the subject of infringing activity, if applicable, and to which access is to be disabled, including at a minimum, if applicable, identifying the URL of the link displayed on the Site(s) or the exact location where such material may be found.

3. Provide your COMPANY affiliation, if applicable, mailing address, telephone number and email address (if available).

4. Include BOTH of the following statements in the body of the Notice:

“I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use).”

“I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner or authorized to act on behalf of the owner of the copyright or of an exclusive right under the copyright that is allegedly infringed.”

5. Provide your full legal name and your electronic or physical signature on the Notice.

6. Deliver this Notice with all items completed to COMPANY’s Designated Copyright Agent:

Marcy Rauer Wagman, Esq.
Copyright Agent
112 Conway Avenue
Narberth, PA 19072

TINY TURTLES (“COMPANY”)
COMPANY WEBSITE PRIVACY POLICY

By accepting the Privacy Policy and the Terms of Use Agreement in registration, you expressly consent to our collection, storage, use and disclosure of your personal information as described in this Privacy Policy. This Privacy Policy is effective upon acceptance for new users and is otherwise effective on January 21, 2013.

We may provide your personal information to companies that help us with our business activities such as processing credit card transactions, shipping your order, assisting us in site operations, providing customer service and delivering email newsletters. These companies are authorized to use your personal information only as necessary to provide these services.

We do not and will not rent or sell or give your name, address, email address, credit card information or any personal information to any third party. We do not and will not share any customer information with outside parties who may wish to market their products to you. We will only send you an e-mail if we have a question about your order or if you have signed up for some other service on our website, such as a newsletter.

The COMPANY server uses SSL encryption for the checkout process. All personal information including your credit card number and email address are securely transmitted between your computer and the weebly.com server. Your transaction is processed immediately, so your credit card number is never stored on any server. If you have any questions regarding privacy or security, please email COMPANY at: turtleteam@tinyturtles.com.

We collect the personal data that you may volunteer while using our services and as you browse our site(s). Such information is sometimes referred to as web analytics and/or clickstream data. We do not automatically log personal data nor do we link information automatically logged by other means with personal data about specific individuals. We do not use cookies to store personal data nor do we link non-personal information stored in cookies with personal data about specific individuals.

Children’s Areas of the COMPANY website(s)

COMPANY operates our site(s) in compliance with the Children's Online Privacy Protection Act of 1998, and do not permit registration by, and will not knowingly collect, attempt to collect or use personally identifiable information from anyone who we know to be under 13 years of age. However, there are some areas of the COMPANY website(s) that may be attractive to children, such as the downloadable coloring pages, and other areas of COMPANY website(s) may be directed towards child user interactions, viewing and submissions. Therefore, COMPANY takes certain precautions to protect the privacy of our child users. COMPANY requires verifiable parental consent before collecting any personal information from a child user. COMPANY will use methods to obtain such verifiable parental consent which is reasonably calculated to ensure that the person providing such consent is, in fact, the child’s parent (or legal guardian). Parent user must provide information in the following two approved methods:

Parent or legal guardian may call 571-257-5707 and give consent over the phone to the trained COMPANY personnel; and/or

Parent or legal guardian may send an email with a digital signature, or other digital certificate that uses public key technology (a PIN or password) obtained through the above phone call.

Parent or legal guardian acknowledges the option to agree to the collection and use of the child's personal information without agreeing to the disclosure of the information to third parties.

However, when a parent agrees to the collection and use of their child's personal information, the COMPANY may release that information to others who use it solely to provide support for the internal operations of the COMPANY website(s) or service(s), including technical support and order fulfillment.

COMPANY will not condition a child's participation in a game, offering of a prize, or any other activity or service on or available through the COMPANY website(s) on the disclosure of more personally identifiable information than is reasonably necessary to participate in an activity. Any parent or legal guardian of a child under 13 who has provided personally identifiable information (after compliance with proper verifiable parental consent procedures outlined above) to COMPANY may request a description of the personally identifiable information that has been collected from or about that child and either limit or restrict any further maintenance or use of such information from that child and/or direct COMPANY to delete it. Also, a parent or legal guardian may decline to allow any future collection of personally identifiable information from that child. Such requests can be made by contacting us at: turtleteam@tinyturtles.com and will follow the same procedures as outlined above for verifiable parental consent.

The statements in this Privacy Policy generally about our collection and use of personally identifiable information also apply to our treatment of the personally identifiable information we may collect on or through the children's areas. If you feel that we have unknowingly collected information from someone under the age of 13 years, please contact us immediately at: turtleteam@tinyturtles.com and we will immediately remove this information.

All of our employees, licensees and others who may have access to, and are associated with, the processing of personal data, are obliged to respect the confidentiality of our visitors' personal data. We ensure that your personal data will not be disclosed to federal or state institutions and authorities except if required by law or other regulation.

Collection

You can browse our sites without telling us who you are or revealing any personal information about yourself. Once you give us your personal information, you are not anonymous to us. If you choose to provide us with personal information, you consent to the transfer and storage of that information on our servers located in the United States.

We may collect and store the following personal information:

email address, phone number, physical contact information, and (depending on the service used) sometimes financial information, such as credit card or bank account numbers;

transactional information based on your activities on the sites;
 shipping, billing and other information you provide to purchase or ship an item;
 community discussions, chats, dispute resolution, correspondence through our sites, and
 correspondence sent to us;
 other information from your interaction with our sites, services, content and advertising,
 including device ID, computer and connection information, statistics on page views, traffic to
 and from the sites, ad data, IP address and standard web log information;
 additional information we ask you to submit to authenticate yourself or if we believe you are
 violating site policies (for example, we may ask you to send us an ID or bill to verify your
 address, or to answer additional questions online to help verify your identity);
 information from other companies, such as demographic and navigation data; and
 other supplemental information from third parties (for example, if you incur a debt to Tiny
 Turtles, we will generally conduct a credit check by obtaining additional information about you
 from a credit bureau, as permitted by law).

Use

Our primary purpose in collecting personal information is to provide you with a safe, smooth,
 efficient, and customized experience. You agree that we may use your personal information to:
 provide the services and customer support you request;
 resolve disputes, collect fees, and troubleshoot problems;
 prevent, detect, and investigate potentially prohibited or illegal activities, and enforce our User
 Agreement;
 customize, measure and improve our services, content and advertising;
 tell you about our services and those of our corporate family, deliver targeted marketing, service
 updates, and promotional offers based on your communication preferences; and
 compare information for accuracy, and verify it with third parties;
 send autodialed and prerecorded messages regarding transactions and fee collections to the
 telephone numbers (including wireless and cellular) you have provided us;
 and other uses as described when we collect the information.

Access to Your Personal Data

You can ask us, by sending an email to turtleteam@tinyturtles.com, whether we are keeping
 personal data about you. Upon request, we will provide you with a readable copy of the personal
 data which we keep about you within a week; however, we will require proof of your identity.
 We will provide the information without any charge.

We allow you to challenge the data that we hold about you and, where appropriate, you may
 have the data erased, rectified or amended, or completed. We do not reserve the right to refuse to

provide you with a copy of your personal data.

Changes To This Privacy Policy

By using our site(s), you agree to the terms of this Privacy Policy. We may amend this Privacy Policy at any time. If we make any change to the way in which we collect, use, and/or share your personal information, we will send an email to users who have provided an email address or post a notice on our site(s) prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.